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RESTRICTIVE COVENANT

OWNER: The Warrior Limited Liability Company

ADDRESS: 402 Corral Lane
Austin, Travis County, Texas 78745

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid.

PROPERTY: 1.58 acre tract of land and legally described as Lots 32 & 33 , Block A, Circle S Ridge Section 1, according to the map or plat thereof in Volume 4, Page 385, Plat Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the Circle S Ridge Neighborhood Association have agreed that the Property should be impressed with certain covenants and restrictions as conditions for zoning of the Property;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. For so long as CG&S Construction, Inc., d/b/a CG&S Design Build, occupies the Property and uses it in connection with the Guerrero Family owned construction sales and service business, the following covenants shall be maintained:

1. Screen fencing 6-feet in height along the west side of the property from Corral Lane in a northerly direction to the front line of the triplex shall be installed and maintained to screen the construction sales and multi-family uses from the adjacent single family residential use to the west.
2. Screen fencing shall be maintained between the triplex and the construction service yard to the north and an automatic gate shall be erected and made operable to limit access to the service yard to use in conjunction with the family owned business and the construction sales and service use.
3. Landscaping shall be maintained to the south of the fence screening the service yard.
4. Upon termination of the current construction sales and service use for a period in excess of three months, or upon transfer of title to the Property from The Warrior Limited Liability Company to a third party, the Grantor agrees that the legal non-conforming use as a construction sales and service use shall cease to operate on the Property and all future uses shall be limited to those authorized by the zoning on the Property.

5. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the Owner of any portion of the subject Property or the lawfully constituted Circle S Ridge Neighborhood Association to prosecute proceedings in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent and enjoin the person or entity from such violation and to award attorneys' fees to the prevailing party.
6. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED THIS THE _____ DAY OF _____, 2011.

THE WARRIOR LIMITED LIABILITY COMPANY

By: _____
Clarence William Guerrero, Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2011, by Clarence William Guerrero, Member of The Warrior Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

Clarke and Monica Hammond
403 Chaparral Road

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Date: April 20, 2011

Subject: Application for rezoning CG&S Design Build

Dear Chairman Baker and Commissioners,

As a former four term member and officer of your Commission, I appreciate the difficult job you have in deciding the proper precedents for zoning. We are direct neighbors of CG&S Design/Build which is #1 on tonight's agenda. CG&S has been operating as a Hispanic, family owned, construction business on this site since the early 1960's, nearly 50 years of being good neighbors, contributing to the growth of Austin and creating good paying jobs for the hard working Hispanic tradesmen who built this City.

Our neighborhood, Circle S Ridge, is a small neighborhood in deep South Austin (only 3 streets, 20 foot wide asphalt covered streets, no storm drains, only bar ditches, and probably a few 50+ year old septic systems in the backyards). This was in the country and the southernmost subdivision in Austin 50 to 60 years ago. Many of the lots in the neighborhood are huge and still retain buildings that obviously supported commercial type home businesses at one time or the other. We like our neighbors on Circle S, Chaparral, and Corral and feel lucky to have many of them as friends.

The property in question tonight abuts our property. Our home is a mere 8 lots from the busiest highway in North America, IH-35. We get a lot of cut-through traffic. Crime is a concern. But we love having nearly one acre and a charming little house. We want to share our experiences briefly with you and hope that you will factor this into your decision process tonight:

1. **The neighborhood signed a Valid Petition prior to the commencement of negotiations with the applicant.** This was premature and we are withdrawing our opposition to this case tonight.
2. **Many of us had never had any problems with the company and they maintain a site that is indistinguishable from the single family homes** in our little neighborhood. In fact, it is probably better well kept than half of the homes in the entire neighborhood.
3. **The applicant not only met with all the concerned parties collectively and privately but was very proactive in seeking input and attempting to gain support.** In my 10 years serving as a board member on ZAP and the BOA, I have seldom seen such a desire to cooperate from an applicant. I never heard them say they were unwilling to do something that we asked for.
4. **The applicant put everything asked for by our neighborhood into a Restrictive Covenant** which is beneficial to the neighborhood, gives us protection for the future, and exhibits a high degree of willingness on the applicant's part to be a good neighbor.
5. **Yet there were a few neighbors who remained intractable.** I am sympathetic to their concerns but the world is changing. How can CG&S Design/Build

negotiate with neighbors who only will say no? CG&S Design/Build has no control over cut-through traffic coming off William Cannon and IH-35. I have never heard a sound coming from their property. They have offered to do whatever it took to win support of the neighbors but there is still opposition from two neighboring properties.

We know this Commission does not want to see the Guerrero family and their very small business put out of business. **Tonight is the night to settle what probably began as a mistake or oversight by the City over 35 years ago, was never corrected and now has come to a point where the business may have to close their doors, and move their business somewhere else, perhaps to Hays County.**

I cannot imagine that this Commission and the City Council will want to deal a death blow to a hard working, productive, Hispanic owned small business that has been in business at this same site for it's entire history of nearly 50 years. Please grant them the zoning requested, put appropriate conditions on it, and urge the parties concerned to sign the Restrictive Covenant. This is not a Dollar General Store or a Self Storage Facility being stuck in the middle of a block of residential homes, it is a low impact construction business run by a family that has helped build Austin, with their hands, one home at a time for nearly 50 years.

Thank you for your hard work on this Commission,

Clarke and Monica Hammond