Zoning Case No. C14-2010-0199

RESTRICTIVE COVENANT

OWNER: The Warrior Limited Liability Company, a Texas limited liability company

ADDRESS: 1383 Rich Lane, Buda, TX 78610

CONSIDERATION: Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lots 32 and 33, Block A, Circle "S" Ridge Section 1 Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 4, Page 285, Plat Records of Travis County, Texas.

WHEREAS, the Owner (the "Owner", whether one or more), of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

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 ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. A front loading container or dumpster on the Property shall have a volume no greater than eight cubic yards.

2. A semi-trailer truck, also known as an 18-wheeler, is specifically prohibited for hauling materials to and from the Property.

3. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.

5. If any part of this Agreement 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 effect.

6. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

7. This Agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the

owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____day of _____, 2011.

OWNER:

The Warrior Limited Liability Company,
a Texas limited liability company

By: _____
Clarence W. Guerrero, Member

APPROVED AS TO FORM:

_____
Chad Shaw
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2011, by Clarence W. Guerrero, Member, of The Warrior Limited Liability Company, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767
Attention: Diana Minter, Paralegal