

RESTRICTIVE COVENANT

OWNER: Continental Homes of Texas, LP, a Texas limited partnership, dba D.R. Horton-America's Builder

ADDRESS: 12554 Riata Vista Circle, 2nd Floor, Austin TX 78727

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: A 6.20 acre tract of land, more or less, located in Travis County, Texas, being more particularly described by metes and bounds in Exhibit A incorporated into this restrictive covenant.

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. The Owner shall install a channelized island, (also known as a "pork chop"), at the intersection of Meadowmead Drive and southbound Dessau Road that only allows a right-in/right-out turn from Meadowmead Drive to Dessau Road. Prior to the approval of the subdivision plat, the Owner shall post fiscal for the estimated cost of construction of the channelized island. The total final cost of these improvements shall be at Owner's expense. Owner shall submit to the City construction drawings and construction cost estimates signed and sealed by a licensed professional engineer as verification of the amount required for fiscal posting.
2. A directional sign shall be installed by the Owner at the intersection of Dessau Road and the proposed Crest Park Loop that indicates egress from the Property to Dessau Road is for right and left turns only.
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.
4. 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.
5. 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.

6. 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:

Continental Homes of Texas, LP, a Texas limited partnership, dba D.R. Horton-America's Builder

By: CHTEX of Texas, Inc.,
a Texas corporation,
its general partner

By: _____
Richard N. Maier,
Vice President

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 Richard N. Maier, Vice President of CHTEX of Texas, Inc., a Texas corporation, general partner of Continental Homes of Texas, LP, a Texas limited partnership, dba D.R. Horton-America's Builder, on behalf of the corporation and the limited partnership.

Notary Public, State of Texas

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

6.20 Acres – Description for Zoning

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JAMES O. RICE SURVEY No. 31, BEING A PART OF THAT 3.15 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., BY DEED RECORDED IN DOCUMENT No. 2006037363 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 3.68 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., BY THE SAID DEED RECORDED IN DOCUMENT No. 2006037363; A PART OF THAT 54.57 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., BY DEED RECORDED IN DOCUMENT No. 2007176864 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND A PART OF THAT 56.33 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., BY DEED RECORDED IN DOCUMENT No. 2006037361 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

COMMENCE at a 1/2" iron rod found in the South Line of that 160.0 Acre Tract conveyed to Fred C. Morse by deed recorded in Volume 765, Page 684, Deed Records of Travis County, Texas, at the Northwest Corner of a tract of land described as 3.203 acres in a deed to Robert Rose, recorded in Volume 11583, Page 700, of the Real Property Records of Travis County, Texas, same being the most Southerly Corner of that 61,546 square foot tract of land conveyed to Travis County by deed recorded in Volume 10978, Page 776 of the Real Property Records of Travis County, Texas;

THENCE along the East Line of Dessau Road as described in Volume 10978, Page 776, the following two courses:

1. Northerly, 425.54 feet along the arc of a curve to the left, said curve having a radius of 7699.43 feet, a central angle of 3°10'00", and a chord bearing N.30°46'39"E., 425.48 feet to a 1/2" iron rod set;
2. N.29°11'39"E., 45.36 feet to a 1/2" iron rod set at the Southwest corner of the said 3.15 Acre Tract and the Point of Beginning;

THENCE continue along the East Line of Dessau Road, the same being the West Line of the 3.15 Acre Tract, the 56.33 Acre Tract and the 3.68 Acre Tract the following three courses:

1. N.29°11'39"E., 605.84 feet to a 1/2" iron rod set at to a point of curvature of a curve to the right;
2. Northeasterly, along the arc of said curve to the right a distance of 230.36 feet, said curve having a radius of 7579.43 feet, a central angle of 01°44'29", and a chord bearing N.30°03'54"E., 230.35 feet to a 1/2" iron rod set;
3. N.30°56'08"E., 50.39 feet to a cross cut found at the Northwest Corner of the said 3.68 Acre Tract;

THENCE S.61°28'42"E., along the North Line of said 3.68 Acre Tract, a distance of 292.28 feet to a 1/2" iron rod set at the Northeast Corner of the 3.68 Acre Tract;

THENCE along the East Line of said 3.68 Acre Tract the following two courses:

1. S.29°45'55"W., 235.11 feet to a 1/2" iron rod set;

6.20 Acres – Description for Zoning


2. S.12°43'44"W., at 122.08 feet pass a corner in the northerly line of the said 54.57 Acre Tract and continue along the East Line of the 3.68 Acre Tract, in all, 130.47 feet;

THENCE across the said 54.57 Acre Tract, the 56.33 Acre Tract, the 3.68 Acre Tract and the 3.15 Acre Tract the following four courses:

1. S.08°38'00"E., 50.00 feet to a point on a non-tangent curve to the left;
2. Westerly along the arc of said curve, a distance of 111.85 feet, said curve having a radius of 355.11 feet, a central angle of 18°02'46" and a chord bearing S.76°34'06"W., 111.39 feet, to a point on a non-tangent curve to the right;
3. Southerly along the arc of said curve, a distance of 89.64 feet, said curve having a radius of 209.91 feet, a central angle of 24°28'04" and a chord bearing S.16°19'27"W., 88.96 feet;
4. S.29°15'58"W., 332.13 feet to the South Line of the said 3.15 Acre Tract

THENCE N.60°02'04"W., along said South Line, a distance of 300.07 feet to the said Point of Beginning.

Containing 6.20 acres, more or less.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

