

#106

## Late Backup

Agreement of Homeowners Within 200 feet of 4020 Airport Boulevard, Austin, Texas,  
Travis County

We, the undersigned, agree to remove our valid petition on Zoning Case No. C14-2011-0085, 4020 Airport Boulevard AND withdraw our objection to the termination of Restrictive Covenant C14-83-307 by Willie J. Kopecky, Gustavo L. Garcia, and Pedro Tress Hernandez, all of Travis County, Texas on the 2.79 acres out of the THOMAS HAWKINS SURVEY, No. 9, Abstract No. 346, Travis County, Texas dated 15 October 1984 IN EXCHANGE FOR the agreement found in Restrictive Covenant <sup>C14-2011-0085</sup> confirmed by Austin City Council 28 June 2012.

Signature David BostonPrinted Name David BostonSignature Vivian N. JosephPrinted Name Vivian N. JosephSignature Raymond S. JosephPrinted Name RAYMOND S. JOSEPH

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

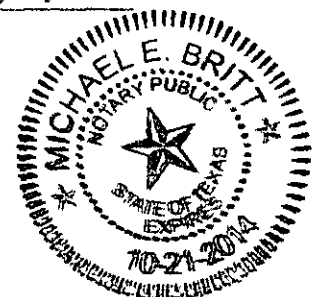
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 27TH  
DAY OF June 2012 IN TRAVIS COUNTY, TEXAS.

Michael E. Britt

Agreement of Homeowners Within 200 feet of 4020 Airport Boulevard, Austin, Texas,  
Travis County

We, the undersigned, agree to remove our valid petition on Zoning Case No. C14-2011-0085, 4020 Airport Boulevard AND withdraw our objection to the termination of Restrictive Covenant C14-83-307 by Willie J. Kopecky, Gustavo L. Garcia, and Pedro Tress Hernandez, all of Travis County, Texas on the 2.79 acres out of the THOMAS HAWKINS SURVEY, No. 9, Abstract No. 346, Travis County, Texas dated 15 October 1984 IN EXCHANGE FOR the agreement found in Restrictive Covenant \_\_\_\_\_ confirmed by Austin City Council 28 June, 2012.

Signature

Printed Name

RAYMOND UHLIR - 4002 VINELAND DR.

Signature

*[Handwritten Signature]*

Printed Name

David Boston

Signature

*[Handwritten Signature]*

4004 Vineland Dr.

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2012 IN TRAVIS COUNTY, TEXAS.

## RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS                   §

THE COUNTY OF TRAVIS           §

This agreement, made this 27 day of June, 2012, by and among the undersigned parties,

WHEREAS, the undersigned are a majority of the present owners ("Owners") of 2.79 acres more or less, out of the THOMAS HAWKINS SURVEY No. 9, Abstract No. 346, Travis County, Texas, also addressed as 4020 Airport Boulevard, Austin, Texas, 78722, agree to the following provisions in addition to the pending ordinance <sup>Case#</sup> C14-2011-0085 of

City of Austin:

- There shall be a masonry privacy wall along the north, south, and west sides of the property eight (8) feet high.
- Vegetative cover will be required on the exterior perimeter of the privacy wall.
- The minimum setback for this wall from the property line will be twenty-five (25) feet.
- The height, as defined in City Code 25-1-21, of any building or structure may not exceed thirty-two feet (32') and a maximum of two stories et.
- Vegetative cover includes native hardwood shade trees no more than thirty (30) feet apart. Full credit will be given to all existing native hardwood trees for this requirement.
- Subchapter E light restrictions apply with additional restriction that no source of light will be visible to adjacent property owners.
- Site signage must follow the Scenic Roadway Sign ordinance:
  - § 25-10-124 SCENIC ROADWAY
  - Source: Sections 13-2-867 and 13-2-868; Ord. 990225-70; Ord. 031030-11; Ord. 031211-11.

It shall be lawful for the Schieffer/Willowbrook Neighborhood Association and/or to the adjacent neighbors.

- 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.
- 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.
- If at any time the Schieffer/Willowbrook Neighborhood Association and/or to the adjacent neighbors 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.
- This Agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the Schieffer/Willowbrook Neighborhood Association and/or to the adjacent neighbors, 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.

NOW, THEREFORE, for and in consideration of mutual promises and agreements, the owners agree to these stipulations expressly for the benefit of and to bind their successors to these restrictions.

Tract: 2.79 acres out of the THOMAS HAWKINS SURVEY No. 9, Abstract No. 346 Travis

County, Texas also known as 4020 Airport Boulevard.

Signature Betty G. Terrell, as Managing Partner B+G Venture  
Printed Name Betty G. Terrell I, LLC

Signature David Boston  
Printed Name David Boston

Signature Raymond S. Joseph  
Printed Name RAYMOND S. JOSEPH

Signature Blank

For the adjacent neighbors:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS

27<sup>th</sup> DAY OF June, —, 2012 IN TRAVIS COUNTY, TEXAS.

Michael E. Britt

