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ITEM 56  
TRACT 2104A

RESTRICTIVE COVENANT

This Restrictive Covenant (the "Declaration"), is executed this 2nd day of September~~August~~, 2004, by the Bee Cave Investment Group Trust, ("Owner") and is as follows:

GENERAL RECITALS:

A. Owner is the owner of land described as follows:

1. Tract One:

- a. Lot 3, Block "A", Resubdivision of Lot 15B of the Resubdivision of Lot 15, Beau Site, and a Portion of Lot 14, Beau Site, according to the map or plat thereof recorded as Document No. 200200333 of the Official Public Records of Travis County, Texas. **3403 HAMPTON RD.**
- b. Lot 4, Block "A", Resubdivision of Lot 15B of the Resubdivision of Lot 15, Beau Site, and Portion of Lot 14, Beau Site, according to the map or plat thereof recorded as Document No. 200200333 of the Official Public Records of Travis County, Texas. **3407 HAMPTON RD.**

2. Tract Two:

- a. Lot 15B-1, Block "A", Resubdivision of Lot 15B of the Resubdivision of Lot 15, Beau Site, and a portion of Lot 14, Beau Site, according to the map or plat thereof recorded as Document No. 200200333 of the Official Public Records of Travis County, Texas. **3406 RED RIVER ST.**
- b. Lot 15-B2, Block "A", Resubdivision of Lot 15B of the Resubdivision of Lot 15, Beau Site, and Portion of Lot 14, Beau Site, according to the map or plat thereof recorded as Document No. 200200333 of the Official Public Records of Travis County, Texas. **3405 HAMPTON RD**

Tract One and Tract Two are referenced collectively as the "Property."

- B. The term "Owner" means, individually, and the term "Owners" means, collectively, Bee Cave Investment Group Trust and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Owner or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
- C. Owner has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

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NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of Owner. Each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

### SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Declaration for all purposes.
2. Future Development. There shall be no ~~future~~ further development of the Property other than single family residence.
3. Impervious Cover. ~~Tract Two~~ The Property shall have no more than seventy-six percent (76%) impervious cover.
4. Maintenance. ~~Owner~~ The Owners of the Property located on ~~Tract One~~ shall erect a fence at the rear of Tract One ~~each lot~~ to obstruct access to Tract Two. This fence shall be maintained by the Owner of Tract Two.
5. Rezoning of Tract Two. The Owner of Tract Two acknowledges that Tract Two may be rezoned to SF-2 Single-Family Medium Density Zoning District. The Owner agrees that it will not object to the rezoning after September 2, 2005, of Tract Two to SF-2 Single-Family Medium Density Zoning District.
6. Maximum Size of Structures on Property. No structure on Tract One shall have a building footprint larger than 1100 sq. ft. and no more than one residence and one garage shall be constructed on each lot within Tract One.
7. Resubdivision of Tract One. Tract One may not be subdivided in any way that would create more than two lots within Tract One, except that Tract One may include flag lots serving Tract Two.  
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87. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall entitle the Owners to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Declaration.
98. General Provisions.

- A. Inurement. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon the Owners, and their successors and assigns. If Owner conveys all or any portion of the Property, the Owner shall thereupon be released and discharged from any and all further obligations, if any, under this Declaration that it had in connection with the property conveyed by it from and after the date of recording of such conveyance, but no such sale shall release the Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- B. Duration. Unless terminated in accordance with Paragraph 98(J) below, this Declaration shall remain in effect in perpetuity.
- C. Non-Merger. This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.
- E. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.
- F. Governing Law; Place of Performance. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Declaration is performable only in the county in Texas where the Property is located.
- G. Notices. Any Notice to the Owners or the City shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Declaration shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- H. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Declarant, Owner, or the City of Austin in their respective businesses or otherwise; nor shall it cause them to be considered joint ventures or members of any joint enterprise.
- I. Enforcement. If any person, persons, corporation, or entity of any other character shall violate or attempt to violate this Declaration, it shall be

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lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Declaration by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

- J. Modification and Amendment. This Declaration may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, executed, acknowledged and approved by both (a) the Director of the Watershed Protection and Development Review Department of the City of Austin; and (b) the Owners of the Property.

Executed to be effective this 2nd day of September, 2004.

**DECLARANT:**

**THE BEE CAVE INVESTMENT  
GROUP TRUST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ of the Bee Cave Investment Group Trust, on behalf of said trust.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

By: \_\_\_\_\_

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Name: \_\_\_\_\_

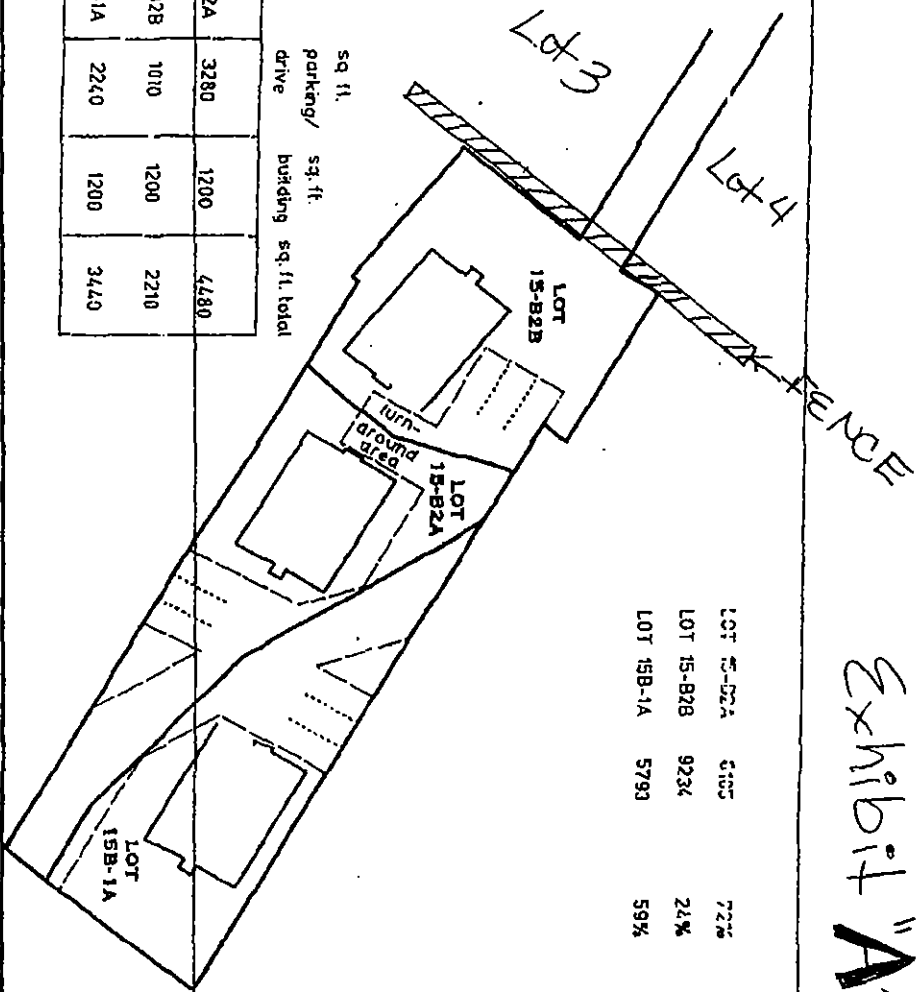
Title: \_\_\_\_\_

AFTER RECORDING, RETURN TO:

Nikelle Meade  
Brown McCarroll, L.L.P.  
111 Congress Avenue, Suite 1400  
Austin, Texas 78701

# Exhibit "A"

LOT 15-B2A	6105	72%
LOT 15-B2B	9234	24%
LOT 15B-1A	5793	59%



	sq. ft. parking/ drive	sq. ft. building	sq. ft. total
LOT 15-B2A	3280	1200	4480
LOT 15-B2B	1010	1200	2210
LOT 15B-1A	2240	1200	3440