

RESOLUTION NO. 050127-6

WHEREAS, the Village of San Leanna, Texas has requested the City of Austin to release from its extraterritorial jurisdiction ("ETJ") the territory identified on the map attached as Exhibit "B" to this resolution, and the property owner has requested inclusion in the Village of San Leanna's ETJ; and

WHEREAS, the City of Austin has no objection to the release of this ETJ area to the Village of San Leanna's ETJ; and

WHEREAS, principles of sound planning and regional cooperation incline the Austin City Council to give due respect and consideration to the development concerns of Austin's neighbor cities; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes the City Council to release territory from the City of Austin's extraterritorial jurisdiction by resolution; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The territory identified on the map attached as Exhibit "B" to this resolution, a total of approximately 25 acres of land, is hereby released from the City of Austin's extraterritorial jurisdiction under authority of Section 42.023 of the Texas Local Government Code; provided however, that the area is released only upon the condition that it shall become a part of the Village of San Leanna's extraterritorial jurisdiction, and shall be subject to the terms of a

Declaration of Restrictive Covenants executed by the owners of the property and attached as Exhibit "A" to this resolution.

BE IT FURTHER RESOLVED:

The City Manager or her designee is authorized and directed to revise the City of Austin's map of its extraterritorial jurisdiction to reflect the release of the territory identified on the map attached as Exhibit "B" to this resolution.

BE IT FURTHER RESOLVED:

The City Manager or her designee is authorized and directed to apply to the Texas Commission on Environmental Quality to remove the 25 acre area from Austin's water and wastewater Certificates of Convenience and Necessity service area.

ADOPTED: January 27, 2005

ATTEST: Shirley A. Brown
Shirley A. Brown
City Clerk

EXHIBIT A

**DECLARATION OF RESTRICTIVE COVENANTS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 1st day of November, 2004 by Joseph Beck, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the fee simple owner of

TRAVIS Account Number: 04392703350000
ABS 27 SUR 2
WILSON W
ACR 2.63

(the "Property"), and

WHEREAS, Declarant has requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and has agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarant does hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:
 - (a) Water quality controls equivalent to sand filtration, as described in Section 1.6.0 of the City of Austin Environmental Criteria Manual, must be provided for all development on any lot or tract if development impervious cover exceeds 20% of the gross area of such lot or tract located outside the 100-year floodplain of Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarant, his successors and assigns.
 - (b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.

- (c) No lot or tract to be developed shall have less than a 2-acre lot size area.

2. Binding Effect, Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

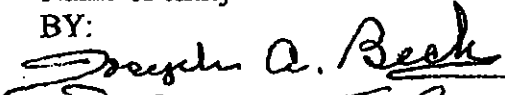

If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

If at any time the City of Austin or the Village of San Leanna 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.

3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.
4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity

BY:

Name, Title

✓ JOSEPH A. BECK
✓ (JANE F. BECK)

THE STATE OF TEXAS

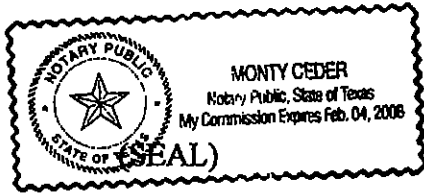
§

COUNTY OF TRAVIS

§

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, David F. & Joseph A. Beck, owner of said Property, who, being by me first duly sworn, declared that he is the person who signed the foregoing Declaration on behalf of himself, his successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 1st day of November, 2004.



[Signature]
Notary Public in and for the
State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2004 Dec 21 08:53 AM 2004234960

LONDAGINE \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

RETURN TO:

VILLAGE OF SAN LEANNA

ATTN: K. HERNANDEZ

P.O. BOX 1107

MANHACA, TX 78652

**DECLARATION OF RESTRICTIVE COVENANTS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 2nd day of November, 2004 by Shelley C. Carter, hereinafter referred to as "Declarant".

3

WHEREAS, Declarant is the fee simple owner of

TRAVIS Account Number: 04392703330000
ABS 27 SUR 2
WILSON W
ACR 1.540

TRAVIS Account Number: 04392703390000
ABS 27 SUR 2
WILSON W
ACR 1.000

(the "Property"), and

WHEREAS, Declarant has requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and has agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarant does hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:
 - (a) Water quality controls equivalent to sand filtration, as described in Section 1.6.0 of the City of Austin Environmental Criteria Manual, must be provided for all development on any lot or tract if development impervious cover exceeds 20% of the gross area of such lot or tract located outside the 100-year floodplain of Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarant, her successors and assigns.

(b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.

(c) No lot or tract to be developed shall have less than a 2-acre lot size area.

2. Binding Effect. Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

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 effect.

If at any time the City of Austin or the Village of San Leanna 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.

3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.
4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity
BY:

Shelley Carter
Name, Title
SHELLEY CARTER

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, Shelley Carter, owner of said Property, who, being by me first duly sworn, declared that she is the person who signed the foregoing Declaration on behalf of herself, her successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 2 day of November, 2004.



Dora E. Anguiano
Notary Public in and for the
State of Texas

(SEAL)

RETURN TO:

VILLAGE OF SAN LEANNA
ATTN: K. HERNANDEZ
P.O. BOX 1107
MANHACA, TX 78652

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

2004 Dec 21 08:53 AM 2004234958

LONDAGINB \$18.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

**DECLARATION OF RESTRICTIVE COVENANTS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 11th day of November, 2004 by Francis Patrick & Kristen Guszak, hereinafter referred to as "Declarants".

WHEREAS, Declarants are the fee simple owners of

TRAVIS Account Number: 04392703470000
ABS 27 SUR 2
WILSON W
ACR 5.052

(the "Property"), and

WHEREAS, Declarants have requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and have agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarants do hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:
 - (a) Water quality controls equivalent to sand filtration, as described in Section 1.6.0 of the City of Austin Environmental Criteria Manual, must be provided for all development on any lot or tract if development impervious cover exceeds 20% of the gross area of such lot or tract located outside the 100-year floodplain of Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarants, their successors and assigns.
 - (b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.

- (c) No lot or tract to be developed shall have less than a 2-acre lot size area.

2. Binding Effect, Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

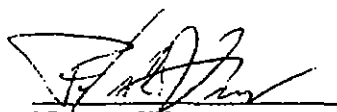
If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

If at any time the City of Austin or the Village of San Leanna 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.

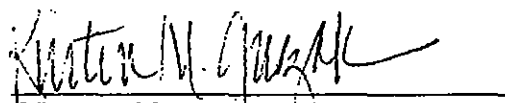
3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.
4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity

BY:



Name, Title
FRANCIS PATRICK



Name, Title
KRISTEN GUSZAK

THE STATE OF TEXAS

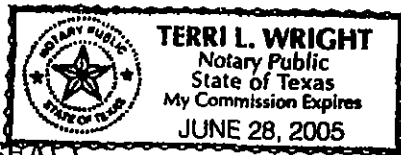
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COUNTY OF TRAVIS

§

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, Patrick Francis and Kristen Guszak, owners of said Property, who, being by me first duly sworn, declared that they are the persons who signed the foregoing Declaration on behalf of themselves, their successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of November, 2004.



(SEAL)

Terri L. Wright
Notary Public in and for the
State of Texas

RETURN TO:

VILLAGE OF SAN LEANNA
ATTN: K. HERNANDEZ
P.O. Box 1107
MANCHACA, TX 78652

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

2004 Dec 21 08:53 AM 2004234959

LONDAGINB \$18.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

**DECLARATION OF RESTRICTIVE COVENANTS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on the 27th day of October, 2004 by Frank J. & Diana F. Guszak, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the fee simple owner of

TRAVIS Account Number: 04392703360000
ABS 27 SUR 2
WILSON W
ACR

And

TRAVIS Account Number: 04392703370000
ABS 27 SUR 2
WILSON W
ACR 2.617

And

TRAVIS Account Number: 04392703290000
ABS 27 SUR 2
WILSON W
ACR 2.63

(the "Property"), and

WHEREAS, Declarant has requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and has agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarant does hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:

Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarants, their successors and assigns.

- (b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.
- (c) No lot or tract to be developed shall have less than a 2-acre lot size area.

2. Binding Effect, Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

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 effect.

If at any time the City of Austin or the Village of San Leanna 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.

3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.

4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity

BY:

Frank J. Guszak
Name, Title
FRANK J. GUSZAK

Diana F. Guszak
Name, Title
DIANA F. GUSZAK

THE STATE OF TEXAS §

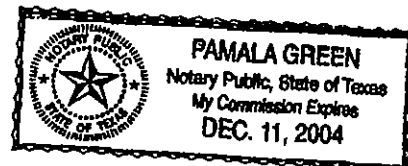
COUNTY OF TRAVIS §

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, Frank James Guszak and Diana Biedermann Guszak, owners of said Property, who, being by me first duly sworn, declared that they are the persons who signed the foregoing Declaration on behalf of themselves, their successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 27 day of October, 2004.

Pamala Green
Notary Public in and for the
State of Texas

(SEAL)



RETURN TO:

VILLAGE OF SAN LEANNA
ATTN: K. HERNANDEZ
P.O. BOX 1107
MANCHACA, TX 78652

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

2004 Dec 21 08:53 AM 200423495

LONDAGINS \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 2nd day of November, 2004 by Peter L. Pesoli, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the fee simple owner of

TRAVIS Account Number: 04392703340000
ABS 27 SUR 2
WILSON W
ACR 2.63

(the "Property"), and

WHEREAS, Declarant has requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and has agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarant does hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:
 - (a) Water quality controls equivalent to sand filtration, as described in Section 1.6.0 of the City of Austin Environmental Criteria Manual, must be provided for all development on any lot or tract if development impervious cover exceeds 20% of the gross area of such lot or tract located outside the 100-year floodplain of Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarant, his successors and assigns.
 - (b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.

(c) No lot or tract to be developed shall have less than a 2-acre lot size area.

2. Binding Effect, Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

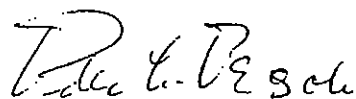
If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

If at any time the City of Austin or the Village of San Leanna 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.

3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.
4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity

BY:



Name, Title

PETER L. PESOLI

THE STATE OF TEXAS

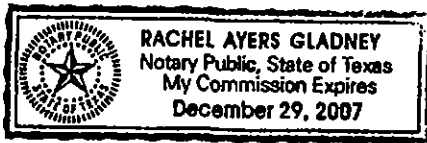
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COUNTY OF TRAVIS

§

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, Lawrence P. Pesoli, owner of said Property, who, being by me first duly sworn, declared that he is the person who signed the foregoing Declaration on behalf of himself, his successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of November, 2004.



(SEAL)

Rachel Ayers Gladney
Notary Public in and for the
State of Texas

RETURN TO:

VILLAGE OF SAN LEANNA
P.O. BOX 1107
MANCHACA, TX 78652
ATTN: K. HERNANDEZ

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

2004 Dec 21 08:53 AM 2004234956

LONDAGINB \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**DECLARATION OF RESTRICTIVE COVENANTS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made on this 8th day of November, 2004 by Gloria I. Quinn & Michael Andrew Quinn, hereinafter referred to as "Declarants".

WHEREAS, Declarants are the fee simple owners of

TRAVIS Account Number: 04392703420000
ABS 27 SUR 2
WILSON W
ACR 2.63

(the "Property"), and

WHEREAS, Declarants have requested that the property be transferred from the extraterritorial jurisdiction of the City of Austin to the extraterritorial jurisdiction of the Village of San Leanna, and have agreed to subject the Property to certain covenants, conditions and restrictions as more specifically set forth in this Declaration,

NOW THEREFORE, intending to bind itself, its assigns and successors and all other persons hereafter having an interest in the Property to Declarants do hereby declare, impose and subject the Property as follows:

1. Development and Maintenance Standards. The Property shall be developed and/or maintained in accordance with each of the following:
 - (a) Water quality controls equivalent to sand filtration, as described in Section 1.6.0 of the City of Austin Environmental Criteria Manual, must be provided for all development on any lot or tract if development impervious cover exceeds 20% of the gross area of such lot or tract located outside the 100-year floodplain of Slaughter Creek. Impervious cover shall be calculated in accordance with Section 1.8.0 of the City of Austin Environmental Criteria Manual. Water quality controls shall be maintained in accordance with City of Austin Environmental Criteria Manual requirements, by Declarants, their successors and assigns.
 - (b) No additional development beyond that existing on the effective date of this Declaration will be allowed within the 100-year floodplain of Slaughter Creek.

(c) No lot or tract to be developed shall have less than a 2-acre lot size area.


2. Binding Effect, Third Parties. It is intended that the provisions of this Declaration shall be binding on all successors and assigns and run with the land. No rights, privileges or immunities, however, shall inure to the benefit of the public, any adjoining property owner or other third party (other than the City of Austin and the Village of San Leanna) as a result of this Declaration, nor shall any adjoining property owner or other third party (other than the City of Austin and/or the Village of San Leanna) be deemed to be a beneficiary of any of the provisions contained herein. The provisions of this Declaration shall be enforceable by the City of Austin and the Village of San Leanna. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin or the Village of San Leanna to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.


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 effect.

If at any time the City of Austin or the Village of San Leanna 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.

3. Modification. This Declaration may be modified, amended, or terminated only by the collective action of (a) at least fifty percent (50%) of the members of the City Council of the City of Austin, (b) at least fifty percent (50%) of the members of the City Council of the Village of San Leanna, and (c) by the owner(s) of at least fifty percent (50%) of the gross land area of the Property at the time of such modification, amendment or termination.
4. Counterparts. This Declaration may be executed in multiple counterparts, which shall be considered on instrument when taken together.

Name of entity
BY:


Name, Title
MICHAEL A. QUINN


Name, Title
GLORIA I. QUINN

THE STATE OF TEXAS

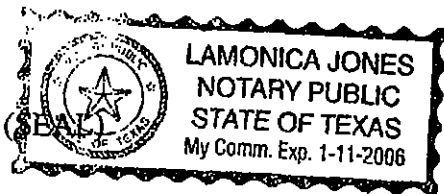
§

COUNTY OF TRAVIS

§

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that on this day personally appeared, Michael Quinn and Dona J. Quinn, owners of said Property, who, being by me first duly sworn, declared that they are the persons who signed the foregoing Declaration on behalf of themselves, their successors and assigns, and all other persons hereafter having an interest in the Property, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL of office this 8 day of November, 2004.



[Signature]
Notary Public in and for the
State of Texas

RETURN TO:

VILLAGE OF SAN LEANNA
ATTN: K. HERNANDEZ
P.O. BOX 1107
MANHACCA, TX 78652

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

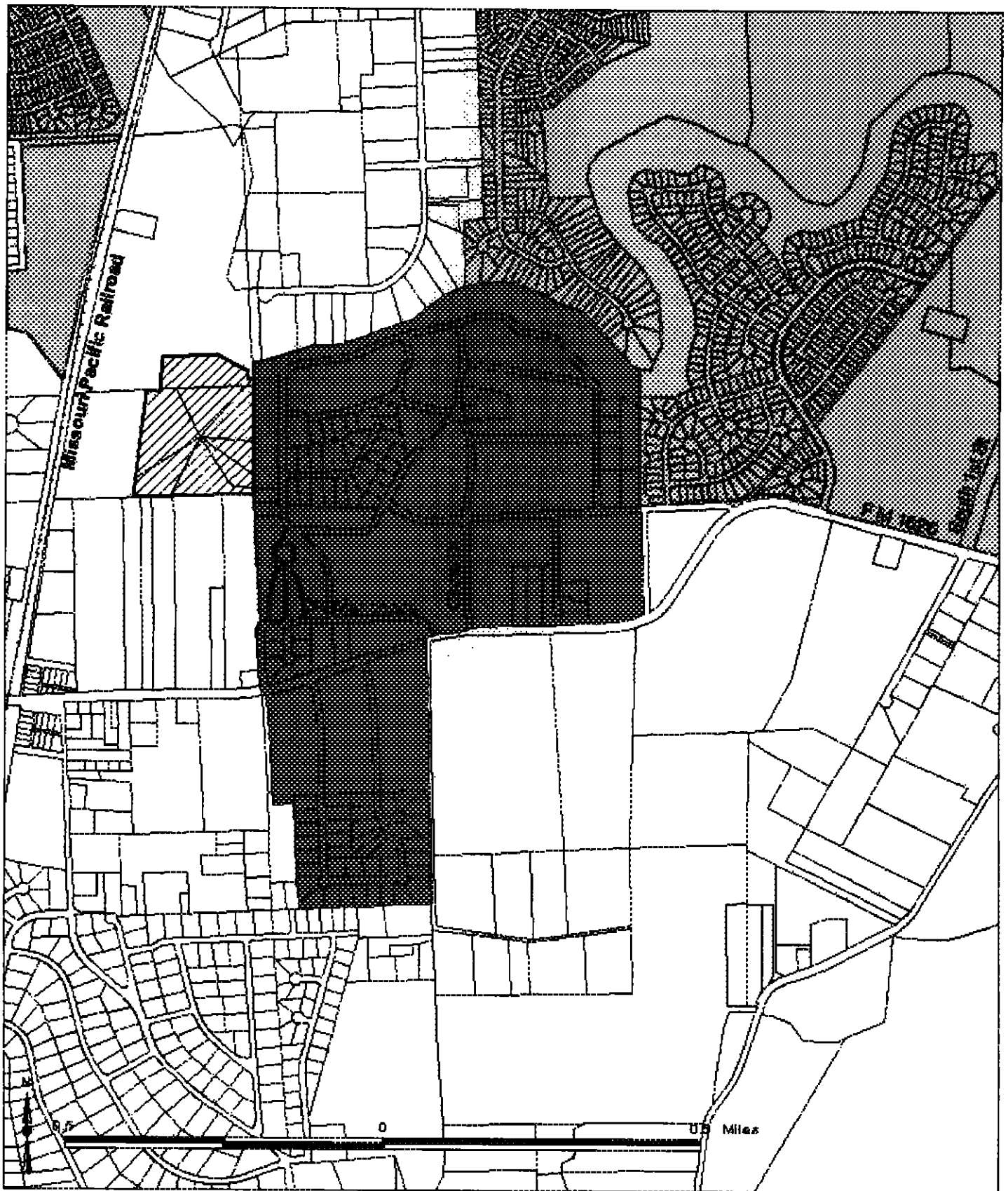
[Signature]

2004 Dec 21 08:53 AM 2004234955

LONDAGINB \$18.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS





EXHIBIT B



ETJ Release to San Leanna

ETJ-04-002

City of Austin
Transportation, Planning & Sustainability Dept
April 28, 2004

-  Proposed ETJ Release Area
-  Austin City Limit
-  Austin ETJ
-  San Leanna City Limit