

12/14/06
#60

Zoning Case No. C14-05-0179

RESTRICTIVE COVENANT

OWNERS Rahul Deshmukh and Mrudula Yadav

ADDRESS 8042 Whitworth Lane, Round Rock, Texas 78681

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 1 35 acre tract of land, more or less, out of the James C Irvine Survey No 122, Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant

WHEREAS, the Owners 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 Owners 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. These covenants and restrictions shall run with the land, and shall be binding on the Owners of the Property, their heirs, successors, and assigns

- 1 A tree identified as a nine-inch diameter hackberry tree and listed as tree #550 on the attached Exhibit "B" (*Tree Survey*) may be removed by Owners during residential construction of the Property. All other trees identified on the Tree Survey must be preserved and retained.
- 2 The foundation for the residential unit constructed on the Property shall be pier and beam construction. A slab-on-grade foundation is not permitted.
- 3 If any person or entity shall violate or attempt to violate this agreement and covenant, 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 or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
- 4 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.
- 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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2006

OWNERS.

Rahul Deshmukh

Mrudula Yadav

APPROVED AS TO FORM

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____,
2006, by Rahul Deshmukh

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this the ____ day of _____,
2006, by Mrudula Yadav

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**

EXHIBIT "A"

FIELD NOTES OF A SURVEY BY DEWEY H BURRIS & ASSOCIATES, INC OF 1 35 ACRES OF LAND OUT OF THE JAMES C IRVINE SURVEY NO 122, IN TRAVIS COUNTY, TEXAS, AND BEING THAT SAME 1 35 ACRES OF LAND CONVEYED TO SPICEWOOD DEEVELOPMENT CORPORATION BY DEED OF RECORDS IN VOLUME 7779 PAGE 81, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a cotton spindle found in the North margin of Jolly Hollow, being the southeast corner of the above said Spicewood Development Corporation Tract (S D C Tract) for the southeast corner of the herein described 1 35 acres and being the PLACE OF BEGINNING,


THENCE, along the South line of the S D C Tract and the North margin of Jolly Hollow, the following three (3) calls

- 1) Along a curve to the left which has a radius of 221 73 feet, an arc distance of 43 29 feet, the chord of which bears N 87°48'12" W, 43 22 feet to a ½" iron rod found,
- 2) S 86°50'18" W, 132 02 feet to a ½" iron rod found,
- 3) Along a curve to the right which has a radius of 19 46 feet, an arc distance of 30 98 feet, the chord of which bears N 47°41'18" W, 27 81 feet to a ½" iron rod found at the intersection of the North margin of Jolly Holly and the East margin of Spring Lake Drive,

THENCE, along the West line of the S D C Tract and the East margin of Spring Lake Drive, the following four (4) calls "

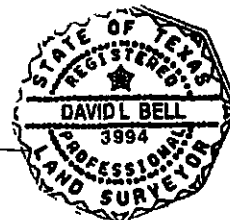
- 1) Along a curve to the left which has a radius of 1463 10 feet, an arc distance of 41 94 feet, the chord of which bears N 02°50'06" W, 41 94 feet to a ½" iron rod found,
- 2) N 03°41'26" W, 207 20 feet to a ½" iron rod found,
- 3) Along a curve to the right which has a radius of 338 34 feet, an arc distance of 60 75 feet, the chord of which bears N 01°32'33" E, 60 66 feet to a ½" iron rod found,
- 4) N 06°36'29" E, 215 22 feet to a ½" iron rod found at the most Northerly corner of the S D C Tract, for the most Northerly corner hereof,

THENCE, along the East line of the S D C Tract, same being the West line of that certain tract conveyed to Balcones Country Club Membership Association, Inc by deed of record in Volume 12960 Page 664, of the Real Property Records of Travis County, Texas S 19°00'00" E (BEARING BASIS), 567 00 feet to the PLACE OF BEGINNING and containing 1 35 acres of land


David L. Bell RPLS #3994

Dewey H Burris & Associates, Inc

5/19/05
Date



May 19, 2005
R0506905

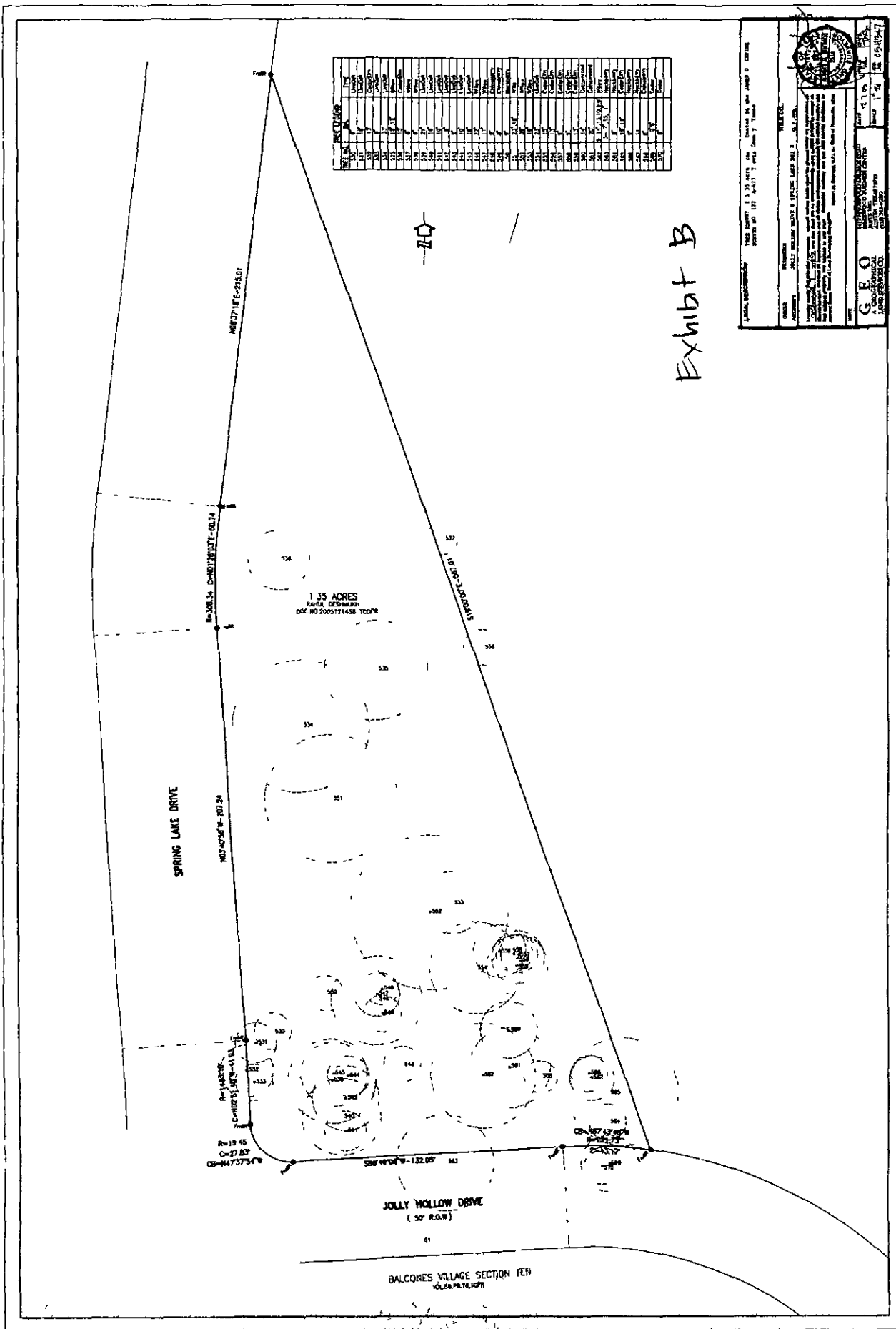


Exhibit B

LEGAL DESCRIPTION: 1.35 ACRES, more or less, situated in the Jolly Hollow Subdivision, Balcones Village, Section Ten, Vol. 10, P. 10, of the Public Records of Tarrant County, Texas.

PREPARED BY: J. L. HALL, Surveyor

DATE: 10/1/94

SCALE: 1" = 100'

NOTES: This plat was prepared from a survey conducted by J. L. Hall, Surveyor, on 10/1/94. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended.

APPROVED BY: J. L. HALL, Surveyor

DATE: 10/1/94

NOTES: This plat was prepared from a survey conducted by J. L. Hall, Surveyor, on 10/1/94. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 131, of the Texas Civil Statutes, as amended.