

RESTRICTIVE COVENANT

FOR ON-SITE SEWAGE FACILITIES (OSSFs) FOR TWO ADJACENT LOTS

STATE OF TEXAS §

THE COUNTY OF TRAVIS §

OWNER:

ADDRESS:

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: _____ acre tract of land out of the _____, said _____ acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant.

OR

Lot _____, Block _____, [Subdivision Name], a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume _____, Page _____, of the Plat Records of Travis County, Texas.

ADJACENT PROPERTY: _____ acre tract of land out of the _____, said _____ acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant.

OR

Lot _____, Block _____, [Subdivision Name], a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume _____, Page _____, of the Plat Records of Travis County, Texas.

WHEREAS, the Owner (the "Owner," whether one or more), of the Property and the City of Austin have agreed that the Property and Adjacent Property should be impressed with certain covenants and restrictions;

WHEREAS, the Owner of the Property also owns the Adjacent Property, which shares in common a portion of an On-Site Sewage Facility ("OSSF") that is located on both the Property and the Adjacent Property;

WHEREAS, state law requires that two adjacent properties, owned by the same Owner and sharing an OSSF located on both properties, cannot be sold separately; and

WHEREAS, an OSSF includes any and all components of the OSSF, including but not limited to the drainfield area of the OSSF;

NOW, THEREFORE, it is declared that the Owner of the Property and the Adjacent Property, for the consideration, shall hold, sell and convey the Property and Adjacent Property, subject to the following covenants and restrictions impressed upon the Property and Adjacent 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 and Adjacent Property, its heirs, successors, and assigns.

1. **So long as any portion of an OSSF is located on both the Property and Adjacent Property, which properties share the same OSSF, the Property and Adjacent Property cannot be sold separately.** If the OSSF located on both properties is decommissioned in accordance with applicable state and local regulations or the OSSF is reconfigured in accordance with applicable state and local regulations such that the Property and Adjacent Property no longer share any portion of an OSSF, then either the Property or Adjacent Property may be sold separately.
2. 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.
3. 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.
4. 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.
5. 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 _____, 2010.

OWNER: _____
 [Owner's name]

APPROVED AS TO FORM: _____
 Assistant City Attorney, City of Austin

This instrument was acknowledged before me on this the ____ day of _____, 2010, by
 [Owner's name]

 Notary Public, State of Texas

After Recording, Please Return to:

