

RESTRICTIVE COVENANT

OWNER: RAMENDU AT LYNDON INVESTMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

OWNER ADDRESS: 3016 Paseo De Charros
Cedar Park, TX 78641

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 are acknowledged.

PROPERTY: Being 0.966 acre of land, more or less, out of and a part of Lot 11, Block B, Clear Creek Addition, Section 2, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet O, Slides 117-118, Plat Records, Williamson County, Texas, said 0.966 acre of land being more particularly described by metes and bounds in **Exhibit "A"** incorporated into this covenant.

WHEREAS, the Owner 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 Owner 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 ("Agreement"). These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

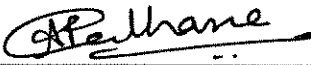
1. A site plan or building permit for the Property may not be approved, released, or issued if the site plan does not provide for the planting of 96 caliper inches of native trees, as defined under Section 3.5.1 of the Environmental Criteria Manual.
2. If any person or entity shall violate or attempt 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 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 10th day of MARCH, 2020.

OWNER:

Ramendu at Lyndon Investment, LLC, a Texas limited liability company

By: 
Amar Gulhane, Manager

METES AND BOUNDS

Being 0.966 acres of land, more or less, out of and a part of Lot 11, Block B, Clear Creek Addition, Section 2, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet O, Slides 117-118 Plat records, Williamson County, Texas, being that same property described in a Deed of Trust recorded as Instrument No. 2004087178, Official Public Records, Williamson County, Texas, said 0.966 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of this 0.966 acres (monument of record dignity), same being the southwest corner of Lot 1, Block B, Clear Creek Addition (Cabinet E, Slides 291-292) and on the East Right-of-Way line of Morris Road, same also being the **POINT OF BEGINNING**;

THENCE along the line common to this 0.966 acres and the South line of said Clear Creek Addition, South 88 degrees 16 minutes 27 seconds East (called South 86 degrees 41 minutes 48 seconds East), at a distance of 53.98 feet pass a 1/2 inch iron rod found to the right 0.11 feet for the southeast corner of said Lot 1 and the southwest corner of Lot 2 of said Clear Creek Addition, at a distance of 124.45 feet pass a 1/2 inch iron rod found for the southeast corner of said Lot 2 and the southwest corner of Lot 3, of said Clear Creek Addition, continuing for a total distance of 208.84 feet (called 209.45 feet) to a pk nail found for the upper northeast corner of this 0.966 acres, same being an angle corner for Lot 10 of said Clear Creek Addition, Section 2;

THENCE along the lines common to this 0.966 acres and said Lot 10 the following courses and distances:

South 08 degrees 27 minutes 53 seconds West (called South 10 degrees 59 minutes 21 seconds West), a distance of 32.74 feet (called 33.43 feet) to a 1/2 inch iron rod found for an interior angle corner;

South 80 degrees 28 minutes 03 seconds East (called South 78 degrees 53 minutes 24 seconds East), a distance of 15.53 feet to a 1/2 inch iron rod set for the lower northeast corner of this 0.966 acres, same being the northwest corner of Owen W. Fu 1.42 acres (Instrument No. 2013008797);

THENCE along the line common to this 0.966 acres and said Fu 1.42 acres, South 15 degrees 37 minutes 39 seconds East (called South 14 degrees 03 minutes 00 seconds East), a distance of 173.43 feet (called 172.97 feet) to a 1/2 inch iron rod set for the southeast corner of this 0.966 acres, same being the southwest corner of said Fu 1.42 acres and on the North Right-of-Way line of Lyndon Lane;

THENCE along the North Right-of-Way line of said Lyndon Lane, North 88 degrees 11 minutes 54 seconds West (called South 86 degrees 37 minutes 15 seconds West), a distance of 211.75 feet (called 211.95 feet) to a 1/2 inch iron rod set for the southwest corner of this 0.966 acres, from which a found concrete monument bears North 88 degrees 11 minutes 54 seconds West, a distance of 5.33 feet (monument of record dignity), same being the intersection of the North Right-of-Way line of said Lyndon Lane and the East Right-of-Way line of said Morris Road;

THENCE along the East Right-of-Way line of said Morris Road the following courses and distances,

North 15 degrees 49 minutes 51 seconds West (called North 14 degrees 12 minutes 44 seconds West), a distance of 152.17 feet (called 152.31 feet) to a 1/2 inch iron rod set for a point of curvature to a curve to the right;

Along said curve to the right, having a radius of 585.00 feet, an arc length of 56.69 feet, a chord length of 56.67 feet (called 56.61 feet), a chord bearing of North 13 degrees 03 minutes 16 seconds West (called North 11 degrees 10 minutes 59 seconds West), and a delta angle of 05 degrees 31 minutes 10 seconds to the **POINT OF BEGINNING**, and containing 0.966 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

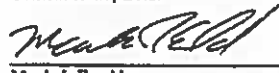
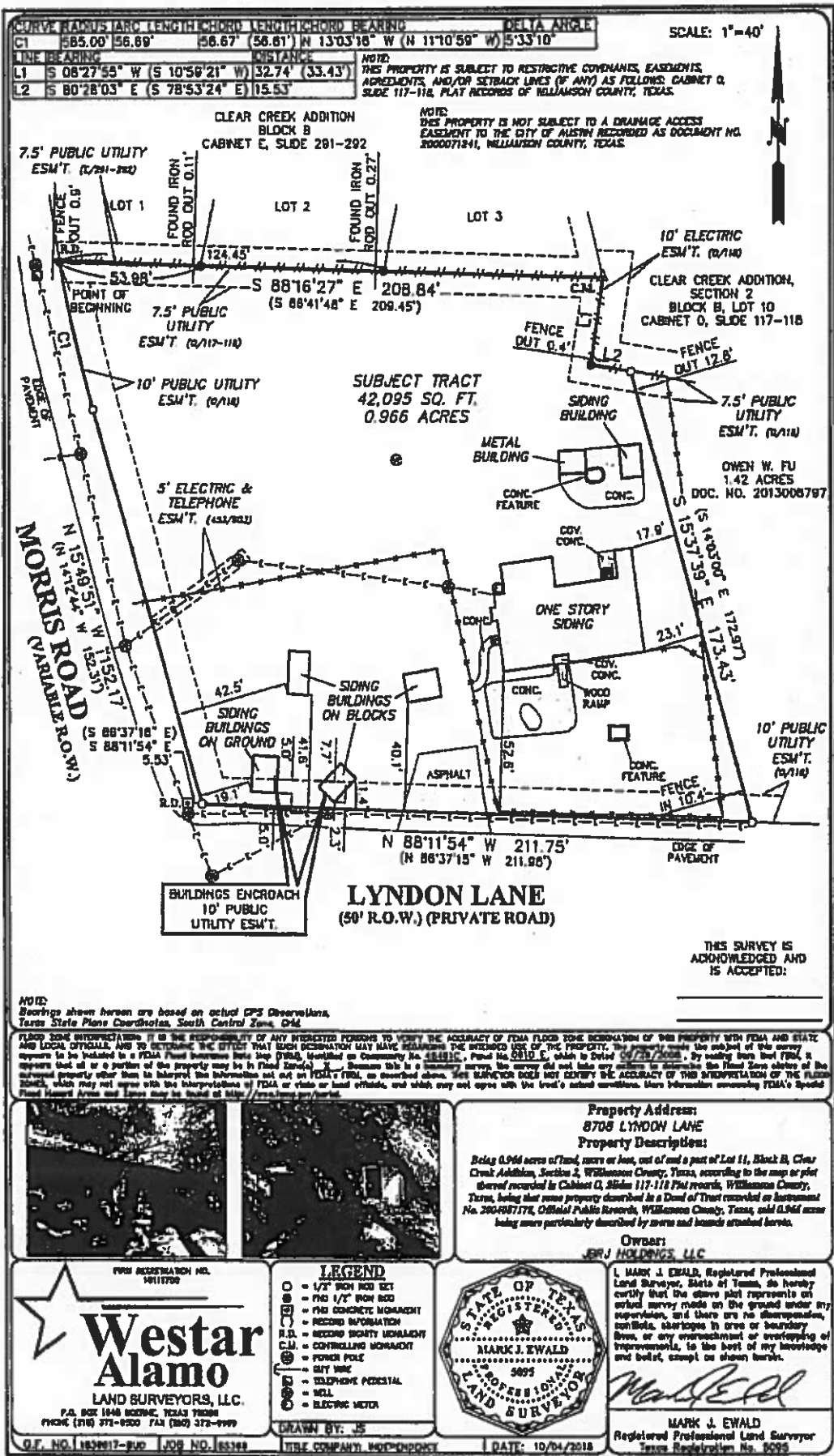

Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
October, 4 2018



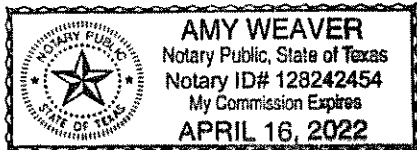
EXHIBIT "A"




THE STATE OF TEXAS §

COUNTY OF TRAVIS §

March This instrument was acknowledged before me on this the 10 day of
2020, by Amar Gulhane, as manager of Ramendu at Lyndon Investments, LLC, a
Texas liability company, on behalf of said company.





Notary Public, State of Texas

APPROVED AS TO FORM:

Name: _____
Assistant City Attorney
City of Austin

After Recording, Please Return to:
City of Austin
Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: C. Curtis, Paralegal