



Zoning Case No. C14-05-0048

RESTRICTIVE COVENANT

OWNER: Palm Harbor Homes, Inc., a Nevada corporation

ADDRESS: 15946 North IH-35, Austin, Texas 78728

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 3.068 acre tract of land, more or less, out of the S. McMillan Survey No. 110, 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 Owner, whether one or more, 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. 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. If use of the Property as a mobile home sales use (equipment sales use) is discontinued for 180 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to general commercial services (CS) district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating of the period of discontinuance.
2. At the time of rezoning the Property to general commercial services (CS) district, uses of the Property shall be limited by a conditional overlay to prohibit equipment sales use.
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.

Q-29-05
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EXECUTED this the 28 day of Sept, 2005.

OWNER:

Palm Harbor Homes, Inc.,
a Nevada corporation

By: WR

W. Richard Peck W. Richard Peck
Vice President/Assistant Secretary *W*

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

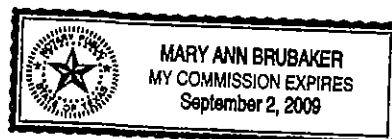
THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on this the 28 day of Sept, 2005, by W. Richard Peck, Vice President and Assistant Secretary, of Palm Harbor Homes, Inc., a Nevada corporation, on behalf of the corporation.

Mary Ann Brubaker
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-8828
Attention: Diana Minter, Legal Assistant



STATE OF TEXAS
COUNTY OF TRAVIS

March 11, 2005

EXH A

3.068 ACRES

These notes describe that certain tract of land located in the S. MCMILLAN SURVEY NO. 110 in Travis County, Texas; subject tract being all of a called "3.0687 Acres" conveyed in a General Warranty Deed from Marvin Krueger, et ux, to Palm Harbor Homes, Inc., dated 5-25-00 and recorded in Document No. 2000089452, of the Official Public Records of Travis County, Texas, (OPRTC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 11, 2005; subject tract being more fully described as follows:

BEGINNING at a 1" Iron Pipe found, being the Southeast corner of said "3.0687 Acres", same being in the West Right-of-Way of State Highway No. 35, same being the Northeast corner of a called "5.1142 Acres" conveyed in a General Warranty Deed from Larry Niemann to Coshena III, LTD., dated 12-30-98 and recorded in Volume 13339, Page 187, of the Real Property Records of Travis County, Texas, (RPRTC); same being the Southeast corner of subject tract; "X" Chiseled in Concrete found, bearing South 10°25'11" East, a distance of 246.51 feet, being an exterior corner of said "5.1142 Acres", same being in the West Right-of-Way of State Highway No. 35;

THENCE North 61°34'20" West, with a line for the common line of said "3.0687 Acres" and said "5.1142 Acres", a distance of 457.56 feet, to a ½" Iron Rod found, being the Southwest corner of said "3.0687 Acres", same being the Northwest corner of said "5.1142 Acres", same being in the East Right-of-Way of Three Point Road, same being the Southwest corner of subject tract; "X" Chiseled in Concrete found, bearing South 27°38'39" West, a distance of 477.82 feet, being an exterior corner of said "5.1142 Acres", same being in the East Right-of-Way of Three Point Road;

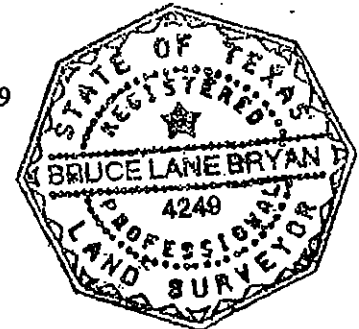
THENCE North 27°39'13" East, with a line for the common line of said "3.0687 Acres" and Three Point Road, a distance of 584.23 feet, to a Concrete Monument found, being in the Northernmost corner of said "3.0687 Acres", same being in the East Right-of-Way of Three Point Road, same being in the West Right-of-Way of State Highway No. 35, same being the Northernmost corner of subject tract;

THENCE South 10°07'08" East, with a line for the common line of said "3.0687 Acres" and State Highway No. 35, a distance of 746.93 feet, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 3.068 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiners, visible utilities and roadways.

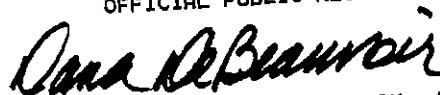

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2005 Oct 03 02:39 PM 2005183020

HAYWOODK \$24.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS