

## RESTRICTIVE COVENANT

This Restrictive Covenant (this “**Restrictive Covenant**”) is made as of the day of \_\_\_\_\_, 2019 (the “**Effective Date**”) by 3805 RED RIVER PRESERVATION, LLC, a Texas limited liability company (“**Owner**”).

### RECITALS:

- Owner is the owner of Lot 3 and a portion of Lot 4, Block 4, of Country Club Heights, an addition to Travis County, Texas, according to the plat thereof recorded in Volume 3, Page 113, Plat Records, Travis County, Texas, being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

- Owner has agreed that the Property should be impressed with certain covenants and restrictions described herein to be established with respect to the Property.

NOW, THEREFORE, for and in consideration of the premises set forth in the Recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby impose the following obligations, restrictions and covenants upon the Property, which shall be covenants running with the land and shall be binding upon Owner and all subsequent owners of the Property. Owner further declares that the Property shall be held, sold and conveyed, subject to the following:

### COVENANTS:

- Use Restrictions.
  - No portion of the Property shall be used for (i) Club or Lodge, (ii) Communication Service Facilities, (iii) Congregate Living, (iv) Convalescent Services, (v) Day Care Services – Commercial, (vi) Day Care Services – General, (vii) Family Home, (viii) Group Home Class I (Limited & General), (ix) Group Home Class II, (x) Hospital Services Limited, (xi) Local Utility Services, (xii) Religious Assembly, (xiii) Residential Treatment, (xiv) Safety Services, (xv) Telecommunication Tower, (xvi) Communication Service Facilities, (xvii) Medical Offices exceeding 5000 square feet, (xviii) Community Garden, or (xix) Urban Farm, all as defined in the City of Austin Land Development Code, Chapter 25-2, Subchapter A, in effect as of the Effective Date. All other uses permitted by the City of Austin Land Development Code, as it may be amended, are allowed on the Property.
  - The use of the portion of the Property cross-hatched and identified as the “**Single-Family Residential Use Area**” on Exhibit B attached hereto and made a part hereof shall be limited to Single-Family Residential use, as defined in the City of Austin Land Development Code, Section 25-2-3(B)(12), in effect as of the Effective Date.
- Covenants Running with the Land. This Restrictive Covenant and the restrictions, covenants, benefit and obligations created hereby are benefits and servitudes running with the land and shall inure to the benefit of the Owner, the Subdivision Lot Owners (defined below), and their respective successors and assigns and shall be binding upon Owner, and its successors and assigns.
- Enforcement. This Restrictive Covenant may be enforced by any fee

simple owner of a subdivision lot in Country Club Heights, an addition to Travis County, Texas, according to the plat thereof recorded in Volume 3, Page 113, Plat Records, Travis County, Texas (collectively, the “**Subdivision Lot Owners**”) as their sole and exclusive remedy, through a claim for injunctive relief.

• Partial Invalidity. If any part of this Restrictive Covenant or any of the foregoing covenants is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Restrictive Covenant, and such remaining portion of this Restrictive Covenant shall remain in full effect.

• Modifications. This Restrictive Covenant may be modified, amended or terminated only by joint written action of both (a) a majority of the Subdivision Lot Owners and (b) the owner(s) of the Property, or the portion thereof, subject to the modification, amendment or termination, at the time of such modification, amendment or termination.

• Term. The term (“**Term**”) of this Restrictive Covenant shall be fifty (50) years from the Effective Date hereof. Upon the expiration of the Term, this Restrictive Covenant shall automatically renew for consecutive 10-year periods unless terminated pursuant to Section 5.

• No Third Party Beneficiaries. The provisions of this Restrictive Covenant are for the exclusive benefit of Owner and the Subdivision Lot Owners and their successors and assigns, and not for the benefit of any third person, nor shall this Restrictive Covenant be deemed to have conferred any rights, express or implied, upon any third person or the public.

• Controlling Law. The laws of the State of Texas shall govern this Restrictive Covenant. Venue for all purposes shall be Travis County, Texas.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]  
[SIGNATURE PAGE TO RESTRICTIVE COVENANT]

EXECUTED to be effective on the Effective Date.

**OWNER:**

LLC,

**3805 RED RIVER PRESERVATION,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the

\_\_\_\_\_ of 3805 Red River Preservation, LLC, a Texas limited liability company, for and on behalf of said limited liability company.

Notary Public, State of Texas \_\_\_\_\_

AFTER RECORDING RETURN TO:

Mary Allen  
McGinnis Lochridge LLP  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701

[ATTACH METES AND BOUNDS DESCRIPTION AS EXHIBIT A]

[ATTACH CROSS-HATCHED SURVEY AS EXHIBIT B]