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**RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT FOR
THE LEGACY APARTMENTS**

This Restrictive Covenant regarding unified development for The Legacy Apartments, (the "Restrictive Covenant"), is executed this on 1-5, 2012, by Mary Lee Community, ("Declarant") and is as follows:

RECITALS

A. Declarant, Mary Lee Community, owns land particularly described as Lot 16, of the South Lamar Square Subdivision according to the plat recorded as Volume 35, Page 22 of the Official Plat Records of Travis County, Texas ("Tract One") and Lot 17A, Block A of the Resubdivision of Lots 17, 20, and 21 of the South Lamar Square Subdivision according to the plat recorded as Volume 39, Page 29 of the Official Plat Records of Travis County, Texas ("Tract Two"). Tract One and Tract Two are collectively referenced as the "Property".

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development/single site. Any proposed modifications to Tract One or Tract Two or any portion of either Tract will be construed as a modification to a single site, requiring review of both Tract One and Tract Two in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.
3. Joint Access. Joint access must be provided between Tract One and Tract Two on Site Plan No. SP-2011-0245C.SH over an area more particularly described in **EXHIBIT A**, attached and incorporated by reference. The joint access must allow pedestrian and/or vehicular traffic to move freely to the adjacent public right-of-way, or between Tract One and Tract Two, or both. Any change of any aspect of Tract One or Tract Two may not interfere with this joint access. Each Owner is responsible and liable for maintaining the Owner's property contained within the access area described in **EXHIBIT A** in such a manner as to provide the required joint access.
4. Parking. All parking for developments within Site Plan No. SP-2011-0245C.SH must be reciprocal. In this Restrictive Covenant, "reciprocal parking" means that the parking within Site Plan No. SP-2011-0245C.SH must serve both Tract One and Tract Two. Any change of any aspect of Tract One or Tract Two may not interfere with the reciprocal parking agreement between the Tracts. Each Owner is responsible and liable for maintaining the Owner's property to allow the required reciprocal parking.
5. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
6. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire

or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

7. Conveyance. This Restrictive Covenant does not convey an interest in real property to the public or any governmental body.
8. General Provisions.
 - A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
 - B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 8(K), this Restrictive Covenant remains in effect in perpetuity.
 - C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
 - D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
 - E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
 - F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Planning and Development Review Department of the City of Austin or successor department; and (b) all of the Owners of the Property at the time of the modification, amendment, or termination.

Executed to be effective on 1-5, 2012.

DECLARANT:

Don Lilljedahl

By: Don Lilljedahl

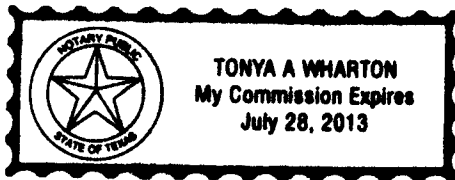
STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Tonya A. Wharton, Notary Public, on this day personally appeared Don Lilljedahl, _____, Director of Mary Lee Community, a Texas Non-Profit Organization, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.


Given under my hand and seal of office on January 5th, 2012

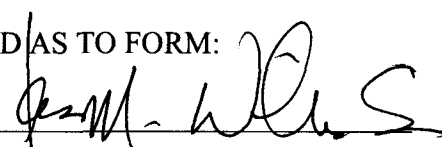
Tonya A. Wharton
Notary Public, State of Texas



ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: 
Name: Michael Simmons-Smith
Title: Case Manager

APPROVED AS TO FORM:
By: 
Name: JAMES M. WILLIAMS, SR.
Assistant City Attorney

LIENHOLDER CONSENT TO GRANT OF RESTRICTIVE COVENANT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Recitals:

Mary Lee Community is the Owner(s) (called "Owner", whether one or more) of the following property:

That tract of land situated in Travis County, Texas described in the attached and incorporated **EXHIBIT "A"** ("Property").

Austin Housing Finance Corporation ("Lienholder") holds a lien against the Property under the following described documents:

Deed of Trust (Security Agreement and Financing Statement) dated **July 12, 2011**, from **Mary Lee Community** to **Elizabeth A. Spencer**, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$ 675,000.00, payable to **Austin Housing Finance Corporation**, of record in Document Number 2011100731, of the Official Public Records of Travis County, Texas.

General Warranty Deed with Vendors Lien dated **July 12, 2011**, from **Mary Lee Foundation** to **Elizabeth A. Spencer**, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$ 675,000.00, payable to **Austin Housing Finance Corporation**, of record in Document Number 2011100730, of the Official Public Records of Travis County, Texas.

Owner has granted to the City of Austin ("City") a Restrictive Covenant against and running with the Property.

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. **Austin Housing Finance Corporation** consents to the grant of Restrictive Covenants against and running with the Property, which is executed contemporaneously herewith.

2. **Lienholder** subordinates all of its liens on this Property to the rights and interests of the City, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Restrictive Covenants or the Property.

3. **Lienholder** affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on January 27, 2012.

Austin Housing Finance Corporation
A Texas Public, Non-Profit Corporation

By: [Signature]
Name: Elizabeth Spencer
Title: Treasurer

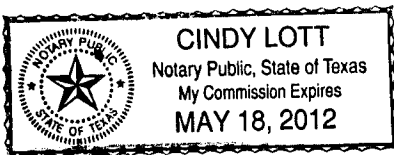
ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF TRAVIS §

Before me CINDY LOTT, Notary Public, on this day personally appeared ELIZABETH A. SPENCER, Treasurer of Austin Housing Finance Corporation, a Texas public, Non-Profit Corporation, known to me to ~~through~~ personally "~~either~~ insert state and driver's license number or delete word through and insert personally" to be the person whose name is subscribed to the foregoing instrument and acknowledged that ~~insert letter s in front word "he" if person signing is female~~ She executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of January, 2012.

[Signature]
Notary Public, State of TEXAS



Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0953 ACRE, (4,150 SQUARE FEET), BEING OUT OF LOT 16, BLOCK "A" OF SOUTH LAMAR SQUARE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN VOLUME 35, PAGE 22 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING OUT OF LOT 17-A, BLOCK "A" OF THE RESUBDIVISION OF LOTS 17, 20, 21, & 22, BLOCK "A", SOUTH LAMAR SQUARE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN VOLUME 39, PAGE 29, (P.R.T.C.T.), SAID 0.0953 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

COMMENCING at a 1/2-inch iron rod found in the south right-way-line of Lamar Square Drive (60' R.o.w.), also being the north common corner of said Lot 16 and Lot 15, both of said South Lamar Square Subdivision, from which a 1/2-inch iron rod found at a point of curvature in the south right-of-way line of said Lamar Square Drive, also being a point of curvature in the north line of Lot 13, also of said South Lamar Square Subdivision, bears N62°43'05"W, a distance of 205.31 feet;

THENCE, with the north line of said of said Lot 16, and the south right-of-way line of said Lamar Square Drive, S62°43'05"E, a distance of 63.15 feet to a calculated point for a northwest corner and **POINT OF BEGINNING** hereof, said point having Texas State Plane Grid Coordinates of: N 10,065,405.92, E 3,107,765.95;

THENCE, continuing with the north line of said Lot 16, and the south right-of-way line of said Lamar Square Drive, S62°43'05"E, passing at a distance of 16.77 feet, a 1/2-inch iron rod found at the common north corner of said Lot 16, and said Lot 17-A, of said Resubdivision of South Lamar Square, and continuing for a total distance of 21.77 feet to a calculated point for a point of curvature hereof;

THENCE, with the north line of said Lot 17-A, and the south right-of-way line of said Lamar Square Drive, along a curve to the left, whose radius is 75.00 feet, whose arc length is 5.94 feet, whose delta is 04°32'27", whose chord bears S65°10'56"E, a distance of 5.94 feet to a calculated point for a northeast corner hereof, from which a 1/2-inch iron pipe found at the common north corner of said Lot 17-A, and Lot B, of Big "O" Center, recorded in Volume 76, Page 200, (P.R.T.C.T.), bears along a curve to the left, whose radius is 75.00 feet, whose arc length is 50.14 feet, whose delta is 38°18'19", and whose chord bears S86°36'19"E, a distance of 49.21 feet;

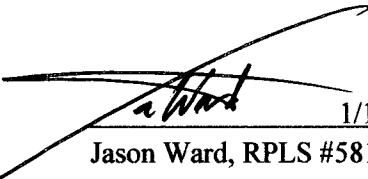
THENCE, departing the south right-of-way line of said Lamar Square Drive, and the north line of said Lot 17-A, in part over and across said Lot 17-A, and in part over and across said Lot 16, the following twelve (12) courses and distance:

- 1) Along a curve to the left, whose radius is 2.59 feet, whose arc length is 4.40 feet, whose delta is 97°24'45", whose chord bears S13°58'21"E, a distance of 3.89 feet to a calculated point for a point of tangency hereof;
- 2) S62°40'44"E, a distance of 14.04 feet to a calculated point for the northeast corner hereof;
- 3) S27°43'39"W, a distance of 70.50 feet to a calculated point for the southeast corner hereof;
- 4) N62°40'44"W, a distance of 18.51 feet to a calculated point for an exterior ell corner hereof;
- 5) N27°19'16"E, a distance of 1.00 feet to a calculated point for a point of curvature hereof;

- 6) Along a curve to the left, whose radius is 1.00 feet, whose arc length is 1.57 feet, whose delta is $90^{\circ}00'00''$, and whose chord bears $N17^{\circ}40'44''W$, a distance of 1.41 feet to a calculated point for a point of tangency hereof;
- 7) $N62^{\circ}40'44''W$, a distance of 23.70 feet to a calculated point for a point of curvature hereof;
- 8) Along a curve to the left, whose radius is 3.00 feet, whose arc length is 4.71 feet, whose delta is $90^{\circ}00'00''$, whose chord bears $N17^{\circ}40'44''W$, a distance of 4.24 feet to a calculated point for a point of tangency hereof;
- 9) $N62^{\circ}40'44''W$, a distance of 13.79 feet to a calculated point for the southwest corner hereof;
- 10) $N27^{\circ}19'16''E$, a distance of 63.00 feet to a calculated point for the northwest corner hereof;
- 11) $S62^{\circ}40'44''E$, a distance of 13.72 feet to a calculated point for a point of curvature hereof, and
- 12) Along a curve to the left, whose radius is 3.17 feet, whose arc length is 7.11 feet, whose delta is $128^{\circ}39'25''$, and whose chord bears $N52^{\circ}59'33''E$, a distance of 5.71 feet to the **POINT OF BEGINNING** and containing 0.0953 Acre (4,150 Square Feet) more or less.

BEARING BASIS NOTE

The bearings described hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83), Combined Scale Factor 1.000059970506). Project Reference Control Point is a Mag nail set in Lamar Square Drive having grid coordinates of N=10,065,406.18, E=3,107,844.41. The control point was established from the Texas Cooperative Network.


1/17/2012
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

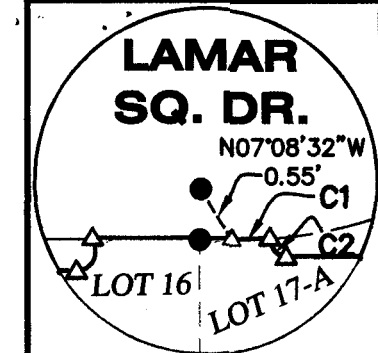


REFERENCES:
TCAD # 01-0204-0416
TCAD # 01-0204-0417
COA GRID # H-21

LAMAR SQ. DR.

N07°08'32"W

0.55'



IMPROVEMENTS NOTE:
MINIMAL IMPROVEMENTS WERE LOCATED FOR THE PURPOSE OF THIS SURVEY.

LAMAR SQUARE DRIVE (60' R.O.W.)

BLOCK "A" RESUBDIVISION OF LOTS 17, 20, 21 & 22
BLOCK "A", SOUTH LAMAR SQUARE
VOL. 39, PG. 29, P.R.T.C.T.

R=75.00' L=50.14'
D=38°18'19"
S86°36'19"E 49.21'

LOT 21-B

P.O.B.

GRID N: 10,065,405.92
GRID E: 3,107,765.95

DETAIL "A" NOT TO SCALE

P.O.C.

GRID N: 10,065,434.86
GRID E: 3,107,709.83

(N60°10'W 205')
N62°43'05"W 205.31'

S62°40'44"E 13.72'

S62°43'05"E - C1 21.77'

S62°40'56"E 24.02'

[S60°05'00"E 23.98']

((S60°05'00"E 23.98'))

PC OF LOT 13

C4

R=3.17' L=7.11'
D=128°39'25"

R=1.00' L=1.57'
D=90°00'00"

N52°59'33"E 5.71'

N17°40'44"W 1.41'

LOT 15

L1
N27°19'16"E 1.00'

[A] BLOCK "A" SOUTH LAMAR SQUARE VOL. 35, PG. 22 P.R.T.C.T.

LOT 16

N62°40'44"W 13.79'

R=3.00'

L=4.71' D=90°00'00"

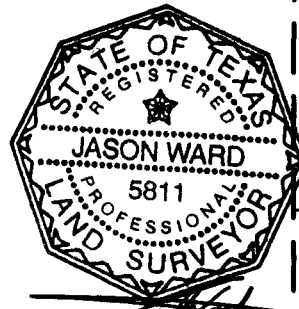
N17°40'44"W 4.24'

JOINT USE ACCESS EASEMENT
0.0953 ACRE
4,150 SQUARE FEET

SEE DETAIL "B"

N62°40'44"W 23.70'

LOT 17-A



1-17-12

LOT 18 [A]

LOT B
BIG "O" CENTER
VOL. 76, PG. 200, P.R.T.C.T.

LEGEND

—	PROPERTY LINE
—	EXISTING PROPERTY LINES
●	1/2" IRON ROD FOUND
○	1/2" IRON PIPE FOUND
△	CALCULATED POINT
///	EDGE OF ASPHALT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER VOL. 35, PG. 22
[.....]	RECORD INFORMATION PER PLAT VOL. 39, PG. 29
((.....))	RECORD INFORMATION PER PLAT VOL. 76, PG. 200

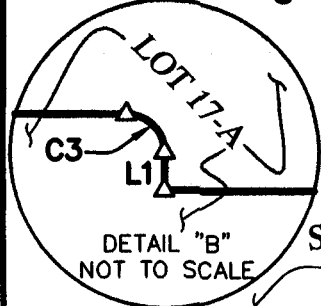
REFERENCE:

TCAD #01-2004-0416
TCAD #01-0204-0417
COA GRID #H-21

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000059970506.

1414 AND 1416 SOUTH LAMAR, LTD., DOC. #2006005429 O.P.R.T.C.T.



DETAIL "B" NOT TO SCALE

JOINT USE ACCESS EASEMENT
City of Austin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
www.4Wards.com (512) 554-3371

Date:	1/17/2012
Project:	00139
Scale:	1" = 30'
Reviewer:	JSW
Tech:	JL
Field Crew:	JCR/JSW
Survey Date:	01/09/12
Sheet:	1 OF 1

AFTER RECORDING, RETURN TO:

City of Austin
Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Legacy Apartments (SP-2011-0245C.SH)
Attn: Michael Simmons-Smith (Case manager)
CIP No. N/A

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 06, 2012 11:13 AM

2012017905

BENAVIDESV: \$60.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS