

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**DECLARATION OF RESTRICTIVE COVENANT**  
**REGARDING IMPERVIOUS COVER**

This Declaration of Restrictive Covenant Regarding Impervious Cover (the “**Restrictive Covenant**”) is executed effective the Date, by **JPD Backyard Finance, LLC**, a Texas limited liability company (“**Declarant**”) and is as follows:

**DEFINITIONS**

**Owners:** 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; individually, the “**Owner**”

**City:** **CITY OF BEE CAVE, TEXAS**, a Texas home-rule municipal corporation situated in Travis County

**Property:** Lots 1 and 4, Block A; Lot 2, Block C; and Lot 3, Block B of THE BACKYARD SUBDIVISION, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. \_\_\_\_\_ of the Official Public Records of Travis County, Texas

**RECITALS**

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 and Definitions Incorporated. The above Recitals, Definitions, and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Impervious Cover. Impervious cover, as that term is defined in the City of Bee Cave Code of Ordinances, is allocated in the amount below:

Lot 1 - \_\_\_\_\_  
Lot 2 - \_\_\_\_\_  
Lot 3 - \_\_\_\_\_  
Lot 4 - \_\_\_\_\_

A Lot owner may subdivide a Lot, subject to approval by the City, into smaller lots. Upon the subdivision of a Lot, that Lot's owner may allocate the impervious cover among the subdivided lots by recording that allocation of impervious cover in the official public records of Williamson County, Texas.

3. 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.
4. 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 4.K., this Restrictive Covenant and the Easement remain 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 Texas county in which 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 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, 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, 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 Real Property Records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of Planning of the City or successor department; (b) all of the Owners of the Property at the time of the modification, amendment, or termination; and (c) any mortgagees holding first lien security interests on any portion of the Property.

*(Remainder of page intentionally left blank)*

Executed to be effective on \_\_\_\_\_, 2021.

**DECLARANT:**

**JPD BACKYARD FINANCE, LLC,**  
A Texas limited liability company

\_\_\_\_\_

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

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF TRAVIS**           §

Before me \_\_\_\_\_, Notary Public, on this day  
personally                   appeared \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_, known to me through valid identification 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 \_\_\_\_\_, 20\_\_\_\_.

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

**AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT,  
THE FOLLOWING APPROPRIATE DOCUMENTS ALSO NEED TO BE ATTACHED:**

- A. Determine whether the instrument is executed by an individual or a legal entity

Affidavit of No Liens (entity)  
Affidavit of No Liens (individual)

- B. Determine whether there is a lien holder by providing an Ownership and Lien search certificate from a Title Company that shows:

1. All owners of record
2. All lienholders of record, which hold current liens OR a statement that there are no liens
3. A property legal description

Lien Holder Consent

- C. Determine whether there is a tenant on the property:

Consent by Tenant

- D. Provide the following recording page:

Recording Page