

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered by Declarant (as defined below) and Confido III, LLC, a Texas limited liability company ("Developer") as of the Effective Date.

**RECITALS**

**WHEREAS**, Stanley Havins, Larry Michael Havins aka Larry Havins, and Mary Elizabeth Havins aka Mary Havins Hill, individually and as Independent Executor of the Estate of Frances P. Havins aka Frances E. Havins, Deceased, herein collectively called "Declarant", are the record owners of approximately 56.07 acres of land located in the City of Georgetown, Williamson County, Texas described as follows:

Lot 1, Block B, Lot 1, Block C, and Lot 1, Block D, of the Havins Airport Commercial Subdivision, an addition to the City of Georgetown, Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2019011029, Official Public Records of Williamson County, Texas

("the Land"); and

**WHEREAS**, Declarant, as of the Effective Date of this Declaration, has contracted to sell to Developer the portion of the Land described as Lot 1, Block C, of the Havins Airport Commercial Subdivision, an addition to the City of Georgetown, Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2019011029, Official Public Records of Williamson County, Texas ("Lot 1, Block C"); and

**WHEREAS**, as a condition of closing on the purchase of Lot 1, Block C, Developer has required Declarant to seek and obtain enactment by the City of Georgetown ("City") of an ordinance amending the zoning regulations relating to the use and development of Lot 1, Block C to allow the Lot 1, Block C to be used and developed in accordance with regulations applicable to the Industrial Zoning District ("the Zoning Amendment") as set forth in City's Uniform Development Code, as amended ("UDC"); and

**WHEREAS**, [Developer] has entered, or intends to enter into economic development incentive agreements with the Georgetown Economic Development Corporation ("GEDCO") and the Georgetown Transportation Enhancement Corporation ("GTEC") pursuant to which GEDCO and GTEC will provide grants to Developer (collectively "the Grants") for purposes of constructing (i) collector level street intersecting with Lakeway Drive that will provide internal access within Lot 1, Block C connecting to City airport property in accordance with plans approved by the City; and (ii) right-hand turn lane on Lakeway Drive in accordance with plans approved by the City; and

**WHEREAS**, the successful and profitable development of Lot 1, Block C by Developer will also benefit Declarant, who retains ownership of the remaining portions of the Land, by enhancing the marketability and value of said remaining portions; and

**WHEREAS**, as a condition to and in consideration of the Grants, GEDCO and GTEC have required that Developer agree to this Declaration to prohibit Lot 1, Block C from being used and developed for the Prohibited Uses (as defined herein) and cause the Declarant to make all of the Land subject to this Declaration, to grant City the right to enforce this Declaration; and

**WHEREAS**, as additional incentive to encourage GEDCO and GTEC to provide the Grants to Developer, Declarant desires to make all of the Land subject to this Declaration;

**NOW, THEREFORE** Declarant adopts, establishes and imposes the following covenants, conditions and restrictions upon the Land and declares that the Land and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to the following restrictions, covenants and conditions (collectively "the Covenants") which are for the purpose of protecting the value and desirability of the Land and which shall run with the Land and shall be binding on all parties having a right, title or interest in or to the Land or any part thereof, and their heirs, successors and assigns (collectively "Owners"), and which restrictions, covenants and conditions shall inure to the benefit of each Owner thereof and any contract or deed which may hereafter be executed in connection with the Land or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed:

1. **Covenants.** No portion of the Land or any improvements thereon may be used for any of the purposes listed in Exhibit "A" attached hereto and incorporated herein by reference ("the Prohibited Uses"). For purposes of defining the Prohibited Uses and the extent to which the Land and any improvements thereon may not be used for same, the words and phrases set forth in Exhibit "A" shall have the same meaning given to those words and phrases in UDC, as amended, revised, or re-codified from time to time. In the event such word or phrase is not defined in the UDC, such word or phrase shall be given its usual and customary meaning.
2. **Enforcement.** Declarant, Owner (including Developer), and City shall each have the right, but not the obligation, to enforce this Declaration and any covenants and restrictions contained herein, as the same may be amended as herein provided by any proceeding at law or in equity, including injunction. Enforcement of this Declaration and the covenants and restrictions contained herein shall be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages. Failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Declaration is not intended

to restrict the rights of the City Council of the City of Georgetown to exercise its legislative duties and powers insofar as the Land and any improvements thereon are concerned. Notwithstanding the above, for further remedy, Declarant, for itself, its heirs, administrators, successors, and assigns, agrees that City may withhold any permits or inspections for development, building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Land not then in compliance with this Declaration unless and until such noncompliance is cured. The rights of City under this Declaration may not be waived or released except pursuant to an amendment or termination of the Declaration approved in accordance with the provisions hereof.

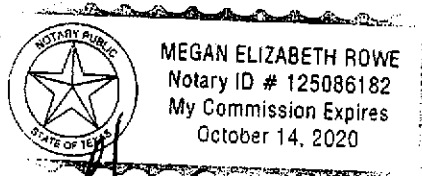
3. **Effect of Zoning.** For purpose of this Declaration, the fact that upon the Effective Date of this Declaration the UDC, as amended, allows the Land to be used and developed for one or more of the Prohibited Uses, or that on some subsequent date the UDC is amended to allow the Land to be used for one or more of the Prohibited Uses, does not constitute a waiver by City of this Declaration or the Covenants.
4. **Waiver.** Failure to enforce, or a delay in enforcement of, any covenant or restriction herein contained shall not be deemed a waiver of the right to enforce such covenant or restriction thereafter.
5. **Effective Date and Term.** This Declaration shall become effective upon the signing of this Declaration by the Declarant and Developer and is binding in perpetuity.
6. **Amendment.** This Declaration may be amended from time to time; provided, however, no amendment or termination of this Declaration or of any covenant or restriction contained herein shall be effective unless approved by the City Council of the City of Georgetown, Texas, and evidenced by a written resolution signed by the City's Mayor and recorded in the Official Public Records of Williamson County, Texas.
7. **Severability.** The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
8. **Governing Law and Venue.** This Declaration shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Declaration shall lie in the state courts located in Williamson County, Texas.
9. **City as Third-Party Beneficiary.** Declarant and Developer acknowledge and agree that the Grants and other good and valuable consideration received by Declarant and/or Developer constitute sufficient consideration for purposes of deeming City to be a third-party beneficiary to this Declaration with the right to enforce the provisions of this Declaration without the necessity of City being a party to this Declaration or otherwise acknowledging in writing City's status as a third-party beneficiary hereto.

DECLARANT'S SIGNATURE PAGE

Stanley Havins  
Stanley Havins

STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2019 by Stanley Havins.

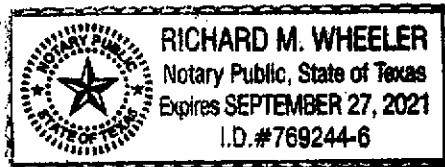


Megan Rowe  
Notary Public, State of Texas  
My commission expires: October 14, 2020

Larry Michael Havins aka Larry Havins  
Larry Michael Havins aka Larry Havins

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1 day of April, 2019 by Larry Michael Havins aka Larry Havins.

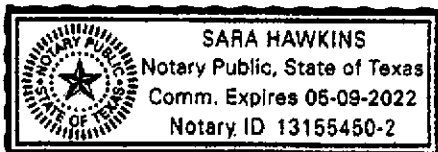


[Signature]  
Notary Public, State of Texas  
My commission expires: 9/27/2021

Mary Elizabeth Havins Hill  
Mary Elizabeth Havins aka Mary Havins Hill, individually and as Independent Executor of the Estate of Frances P. Havins aka Frances E. Havins, deceased

STATE OF TEXAS  
COUNTY OF Travis


This instrument was acknowledged before me on the 1 day of April, 2019 by Mary Elizabeth Havins aka Mary Havins Hill, individually and as Independent Executor of the Estate of Frances P. Havins aka Frances E. Havins, deceased.



[Signature]  
Notary Public, State of Texas  
My commission expires: 5-9-22

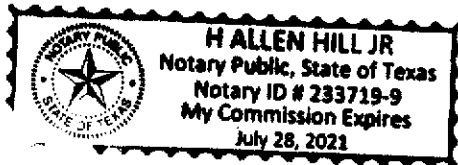
**DEVELOPER SIGNATURE PAGE**

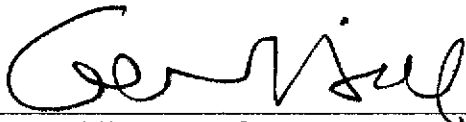
CONFIDO III, LLC  
a Texas limited liability company

By:   
\_\_\_\_\_  
Nicholas R. Boyd  
Managing Member

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

Acknowledged before me, the undersigned authority, this 4<sup>th</sup> day of April, 2019, by Nicholas R. Boyd, the Managing Member of Confido III, LLC, a Texas limited liability company, for and on behalf of said company.



  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**List of Prohibited Uses**

All Prohibited Uses shall be as defined by the City of Georgetown Unified Development Code.

1. Airport
2. Animal Shelter
3. Asphalt/Concrete Batch Plant
4. Cemetery, Columbaria, Mausoleum, or Memorial Park
5. Construction Staging, Off-site
6. Correctional Facility
7. Dance Hall or Nightclub
8. Driving Range
9. Dry Cleaning/Laundry Plant
10. Flea Market
11. Heliport
12. Indoor Firing range
13. Manufactured Housing as a residential use
14. Manufactured Housing Sales
15. Oil Refinery/Distribution
16. Private Transport Service Dispatch Facility
17. Psychiatric Hospital
18. Rail or Transit Yard
19. Recycling Collection Center
20. Resource Extraction
21. Self Service Laundromat as a primary use
22. Sexually Oriented Business
23. Substance Abuse Clinic
24. Tattoo Parlor
25. Transit Passenger Terminal
26. Truck Terminal
27. Waste Related Uses
28. Wireless Transmission Facility (<41')
29. Wireless Transmission Facility (>40')
30. Wrecking, Scrap, or Salvage Yard

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2019028274**

Pages: 7 Fee: \$41.00  
04/05/2019 08:47 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas