

RESTRICTIVE COVENANT

OWNER: United Christian Church

OWNER ADDRESS: 3500 West Parmer Lane
Austin, Texas 78727

PROPERTY: 3500 West Parmer Lane (the "Property"), generally identified in the map attached as **Exhibit "A"**.

WHEREAS, the Owner of the Property and the neighborhood group 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 ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns. As used herein, the term "Telecommunications Tower" shall mean a tower used for telecommunications purposed by a third-party user, and not equipment used in the normal operation of the Property by the owner thereof.

1. The maximum height of any Telecommunications Tower on the property shall be limited to 100'. The type of a Telecommunications Tower use on the Property shall be limited to a single "Stealth" Flagpole without a flag. The antenna shall be concealed within the canister of the flagpole.
2. Only one Telecommunications Tower may be installed on the property.
3. The Northwood neighborhood understands that by requiring a single "Stealth" flagpole design, that it would effectively limit any additional carriers from collocating on this site to not more than Verizon (primary) and a second carrier on the structure.
4. Only those prohibited Uses of the property that exist at this time set forth in Ordinance No 911017-D, if any, will be carried forward with this zoning ordinance; provided however, nothing in this restrictive covenant agreement shall prohibit the property from being used as a church, synagogue, mosque, temple or other house of worship, and including ancillary and customary uses such as (but not limited to) education, child care, youth groups, social gatherings and the like.
5. If there are any changes to the structure outside the normal maintenance or antenna upgrades, a representative from either Northwood, Preston Oaks and/or Reserve @

Northwoods neighborhood will be consulted prior to any subsequent changes for future designs

6. If any part of this Agreement 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. However, under no circumstance(s) will the foregoing create any personal liability for any pastor, church leader, lay leader, member, officer, employee or the like, whether said individual is a representative of a distinct legal entity, or otherwise, for actions or omissions taken or occurring in such a capacity.
7. This Agreement may be modified, amended, or terminated only by joint action of both the landowner and the neighborhood.

EXECUTED this the _____ day of _____, 2019.

Owner: United Christian Church Representative

By: _____
Name, Title

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2019,
by _____ (name), _____ (title) of _____, on
behalf of said _____.

Notary Public, State of Texas

EXECUTED this the _____ day of _____, 2019.

Northwood Neighborhood Representative:

By: _____
Name, Title

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this the ____ day of _____ 2019,
by _____ (name), _____ (title) of _____, on
behalf of said _____.

Notary Public, State of Texas

Exhibits A