

#43844

Zoning Case No C14-06 0123

Zoning Case No C14 06-0124

RESTRICTIVE COVENANT

OWNER Ocean Stone L P a Texas limited partnership

ADDRESS c/o Ocean Stone SC, L L C 7525 Picardv Avenue #220
Baton Rouge LA 70808 4334

CONSIDERATION Ten and No/100 Dollars (\$10 00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged

PROPERTY Lots 1 through 8 Cinco Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 62, Page 43 of the Plat Records of Travis County, Texas

WHEREAS, the Owner of the Property and the City of Austin 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 These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property, its successors and assigns


- 1 A site plan or building permit for the Property may not be approved released or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds ~~2,000~~ ^{2,980} trips per day
- 2 If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions and to collect damages for such actions
- 3 If any part of this agreement or covenant 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
- 4 If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it
- 5 This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin and (b) by the owner(s) of the Property subject to the modification amendment or termination at the time of such modification amendment or termination

EXECUTED this the 19th day of April 2007

OWNER

**Ocean Stone, L.P.,
a Texas limited partnership**

By Ocean Stone SC LLC
a Texas limited liability company
its General Partner

By 
Robert S. Peek, Jr.
Manager

APPROVED AS TO FORM

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 19th day of April 2007, by Robert S. Peek, Jr. Manager of Ocean Stone SC LLC a Texas limited liability company, General Partner of Ocean Stone LP a Texas limited partnership on behalf of the company and the partnership




Notary Public State of Texas

After Recording Please Return to
City of Austin
Department of Law
P O Box 1088
Austin Texas 78767
Attention Diana Minter Paralegal

Restrictive covenant