



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 , 7527 Picardy 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 2,980 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

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# 43

2007 JUN 15 PM 12 38

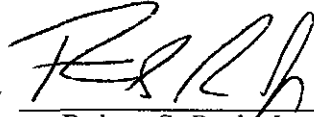
POSTING DATE/TIME  
AUSTIN CITY CLERK

EXECUTED this the 19<sup>th</sup> day of April 2007

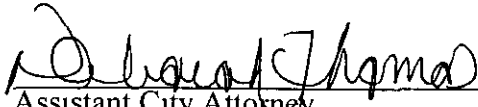
**OWNER**

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

By Ocean Stone SC, L L C ,  
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 19<sup>th</sup> day of April 2007 by Robert S. Peek, Jr, Manager of Ocean Stone SC, L L C , a Texas limited liability company, General Partner of Ocean Stone, L P , 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  
Ocean Stone LP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2007 May 31 02 47 PM 2007098554

BENAVIDESV \$24 00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS