

RESTRICTIVE COVENANT

OWNER: Daniel L. Peterson and Jill E. Peterson

ADDRESS: 1106 Savoy Street, San Diego, California 92107

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: Lot 27, M-Y Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 77, Page 143, of the Plat Records of Travis County, Texas.

WHEREAS, the Owners 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 Owners 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 Owners of the Property, its successors and assigns.

1. Owners agree to reserve 50 feet of right-of-way from the center line of West Parmer Lane for future right-of-way, under Sections 25-6-51 through 25-6-54 in Chapter 25-6 of the City Code. A building or structure may not be erected nor may improvements be made within the reserved right-of-way as determined by the Watershed Protection and Development Review Department, except as otherwise authorized by the City of Austin.
2. Except as otherwise provided in this covenant, the regulations under Chapter 25-10 (*Sign Regulations*) of the City Code apply to the Property.
 - a) A spotlight on a sign or exterior lighting of a sign shall be concealed from view and oriented away from adjacent properties and roadways.
 - b) Internal lighting of a sign is prohibited except for the internal lighting of individual letters.
 - c) The height of a new freestanding sign may not exceed 12 feet.
3. 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.

4. 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.
5. 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.
6. 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 _____ day of _____, 2007.

OWNERS:

Daniel L. Peterson

Jill E. Peterson

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2007, by Daniel L. Peterson.

Notary Public, State of _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2007, by Jill E. Peterson.

Notary Public, State of _____

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