

RESTRICTIVE COVENANT

OWNER(S): Kristine Alpert
Wilfred W. Kellas, Jr.
Janet D. Sullivan and Joe M. Sullivan, Jr.

ADDRESS: See Below

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 14, 15, and 16, Block F, Western Trails Section 9 Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 21, Page 29, of the Plat Records of Travis County, Texas.

WHEREAS, the Owners (the "Owner", whether one or more) 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 ("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.

1. A site plan or building permit for the Property may not be approved, released, or issued, if construction of any additional parking area does not comply with the criteria set forth in Section 1.6.7.E of the Environmental Criteria Manual (*Porous Pavement for Pedestrian Use*).
2. If any person or entity shall violate or attempt to violate this Agreement, 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, to prevent the person or entity from such actions, and to collect damages for such actions.
3. 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.
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, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2010.

OWNER:

Kristine Alpert

Address: 8000 Landsman Dr.
Austin, TX 78736

Wilfred W. Kellas, Jr.

Address: 5904 Burleson Rd.
Austin, TX 78744

Joe M. Sullivan, Jr.

Janet D. Sullivan

Address: 1004 Lorrain St.
Austin, TX 78703

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 _____ day of _____, 2010, by Kristine Alpert.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Wilfred W. Kellas, Jr.

Notary Public, State of Texas

COUNTY OF TRAVIS §

Notary Public, State of Texas

COUNTY OF TRAVIS §

Notary Public, State of Texas

Restrictive covenant-Western Trails