

**RESTRICTIVE COVENANT**

**OWNER:** FVMHP, LP, a Texas limited partnership

**ADDRESS:** 660 Southpointe Court, #301, Colorado Springs, CO 80906

**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:** A 1.680 acre tract of land, more or less, out of the Santiago Del Valle Grant, Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

WHEREAS, the Owner (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. If use of the Property as a mobile home residence use is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to family residence (SF-3) district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating of the period of discontinuance.
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 2nd day of December, 2010.

**OWNER:**

FVMHP, LP,  
a Texas limited partnership

By: \_\_\_\_\_

  
Randy G. Allen,  
Sole Manager

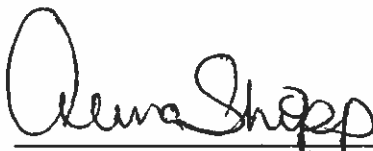
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

**THE STATE OF COLORADO** §

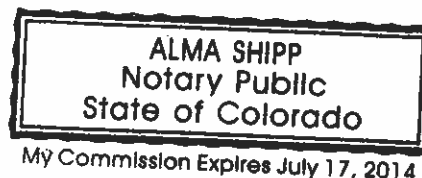
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this the 2nd day of December, 2010, by Randy G. Allen, as sole manager, on behalf of FVMHP, LP, a Texas limited partnership.



\_\_\_\_\_  
Notary Public, State of Colorado

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



**EXHIBIT A**

Field Notes for 1.680 acres of land being a portion of that certain tract of land out of the Santiago Del Valle Grant in Travis County, Texas, which was conveyed to Andy Wagner, W.M. Day, Jr., Woodrow Patterson and Larry Niemann by deed of record in Volume 3864 at Page 390 of the Deed Records of Travis County, Texas, which tract of land containing 1.680 acres is more particularly described by metes and bounds as follows:

**BEGINNING** at an iron stake at the southeast corner of Lot 1, Frontier Valley, a subdivision of record in Volume 66 at Page 12 of the Plat Records of Travis County, Texas, said iron stake being in the west line of Frontier Valley Drive;

**THENCE**, with the west line of Frontier Valley Drive, S45°33'W 130.42 feet to a point;

**THENCE**, N44°27'W 561.16 feet to a point in the west line of said Wagner et al. tract of land in the east line of Lawrence Street;

**THENCE**, with the east line of Lawrence Street and the west line of said Wagner, et al. tract of land, N45°33'E 130.42 feet to an iron stake;

**THENCE**, S44°27'E at 20 feet pass an iron stake at the southwest corner of said Lot 1, and continuing with the south line of said Lot 1, S44°27'E an additional distance of 541.24 feet or a total of 561.24 feet to the **POINT OF BEGINNING**.