

**RESTRICTIVE COVENANT**

OWNER: Gary N. Hoffman and Connie R. Hoffman

ADDRESS: P.O. Box 302437, Austin, TX 78703

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 6, 7, and a part of Lot 8, Pauls Triangle Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 29, Page 46, Plat Records of Travis County, Texas, Save and Except a portion of Lot 8 described as follows:

Beginning at the Southeast corner of Lot 8 adjacent to Travis State School; Thence N 60 deg 0' E, a distance of 26.61 feet to the southeast corner of Lot No. 4; Thence in a westerly direction along the south boundary line of Lots 4 and 5, a distance of 109.5 feet; Thence S 60 deg 0' W to the intersection of the Travis State School fence; Thence S 58 deg 41' E to the point of beginning of the portion of Lot No. 8 excepted from the tracts described in 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. Owner agrees to reserve 70 feet of right-of-way from the center line of RM 969 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 Planning and Development Review Department, except as otherwise authorized by the City of Austin.
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 31 day of October, 2011.

OWNER:

  
Gary N. Hoffman

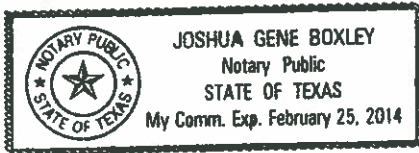
  
Connie R. Hoffman

APPROVED AS TO FORM:

\_\_\_\_\_  
Chad Shaw  
Assistant City Attorney  
City of Austin

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

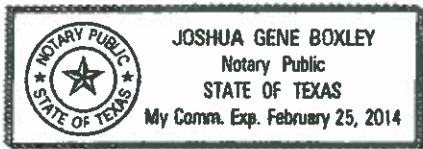
This instrument was acknowledged before me on this the 31 day of October, 2011, by Gary N. Hoffman.



  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this the 31 day of October, 2011, by Connie R. Hoffman.



  
Notary Public, State of Texas

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