

#94

Late Backup

Zoning Case No. C14-2011-0100

RESTRICTIVE COVENANT

OWNER: Dreyfus Antiques Brocante, a Texas general partnership
ADDRESS: 1901 North Lamar Blvd., Austin, Texas 78701
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 3, Lamar at 19th Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 8, Page 61, of the Plat Records of Travis County, Texas.

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 the Property is developed with a restaurant (general) use or food sales use, the following applies:
 - a) Servicing of trash dumpsters is not permitted between the hours of 10:00 p.m. and 6:00 a.m.
 - b) Servicing of trash dumpsters shall occur a minimum of once a week.
 - c) Refuse, trash, and garbage, excluding recyclables, shall be kept in covered containers at all times.
 - d) For a restaurant (general) use the hours of operation are from 7:00 a.m. to 10:00 p.m.
 - e) A roof-top deck is not permitted on the Property.
 - f) A fence shall be constructed and maintained along the north side of the Property.
2. 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 _____, 2011.

OWNER:

Dreyfus Antiques Brocante,
a Texas general partnership

By: _____
George Dreyfus,
General partner

By: _____
Dominique D. Leon,
General partner

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 ____ day of _____, 2011, by George Dreyfus, general partner on behalf of Dreyfus Antiques Brocante a Texas general partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this the ____ day of _____, 2011, by Dominique D. Leon, general partner on behalf of Dreyfus Antiques Brocante a Texas general partnership.

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