



TRV

2013120400

3 PGS

Zoning Case No. C14-2013-0020RC

RESTRICTIVE COVENANT

2013 JUL 23 AM 10:03

AUSTIN CITY CLERK
RECEIVED

OWNER: 2007 Travis Heights LP

ADDRESS: 3001 Knox Street, Suite 400, Dallas, Texas 75205

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 1, Oak Creek Village Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 50, Page 11, 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. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Joan G. Hudson Consulting, Inc. and Robert J. Halls & Associates, dated June 13, 2013, or as amended and approved by the Director of the Planning and Development Review Department. All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Planning and Development Review Department, dated June 14, 2013. The TIA shall be kept on file at the Planning and Development Review Department.
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.

6.27.13 Agn 10 # 93

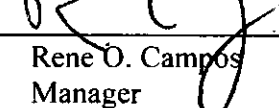
3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this Agreement, 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 25 day of JUNE, 2013.

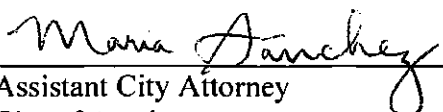
OWNER:

2007 TRAVIS HEIGHTS LP,
a Texas limited partnership

By: 2007 TRAVIS HEIGHTS GP, LLC,
a Texas limited liability company,
its general partner

By: 
Rene O. Campos
Manager

APPROVED AS TO FORM:


Assistant City Attorney
City of Austin

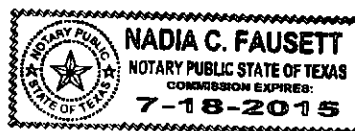
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 25th day of June, 2013, by Rene O. Campos, Manager of 2007 Travis Heights LP, a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Jun 28, 2013 03:36 PM 2013120400

PEREZTA: \$24.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS