

# Late Backup

Zoning Case No. C14-2014-0153RC

## RESTRICTIVE COVENANT

OWNER: Mark Alan Cunningham

ADDRESS: P.O. Box 164082, Austin, Texas 78716

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 6, Block A, The Enclave at Oak Parke Section Two Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 102, Page 107-108, of the Plat Records of Travis County, Texas (the "Property"),.

Lots 1-5, Block A, The Enclave at Oak Parke Section One Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 102, Page 105-106, of the Plat Records of Travis County, Texas (the "Property"),

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. At the time of development, the Owner shall dedicate a public access easement and construct a driveway for vehicular access through the Property from Salmon Drive to the north property line. The access must be at least 25 feet wide.
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 \_\_\_\_\_, 2015.

**OWNER:**

By: \_\_\_\_\_  
Mark Alan Cunningham

**APPROVED AS TO FORM:**

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

**THE STATE OF TEXAS**

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**COUNTY OF TRAVIS**

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015, by Mark Alan Cunningham.

\_\_\_\_\_  
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