

**RESTRICTIVE COVENANT**

OWNER: JBS Holdings, L.P., a Texas limited partnership

ADDRESS: 3605 Balcones Drive, Austin, Texas 78731

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, Anderson Professional Park subdivision, a subdivision in Travis County, Texas, according to the map or plat of record in Plat Book Volume 76, Page 58 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. The use of the Property may not include sound that exceeds 70 decibels when measured at the north property line. This limitation applies to sound that is amplified and sound that is not amplified.
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.
4. 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.
5. 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.

6. 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:

JBS Holdings, L.P.,  
a Texas limited partnership

By: \_\_\_\_\_  
Sheri Krause  
Sole General Partner

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 \_\_\_\_ day of \_\_\_\_\_, 2015, by Sheri Krause, Sole General Partner of JBS Holdings, L.P., a Texas limited partnership, on behalf of said corporation.

---

Notary Public, State of Texas

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