**Zoning Case No. C14-2016-0041**

# RESTRICTIVE COVENANT

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|---|---|
| OWNER: | 2416 East Sixth Street L.P., a Texas limited partnership |
| OWNER ADDRESS: | 1601 South MoPac Expressway, Suite D-175, Austin, Texas 78746 |
| 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, Block A, East Sixth Village Subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 201400224, Official Public Records of Travis County (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. Amplified sound is prohibited on the Property in areas that are not fully enclosed by permanent, solid walls and a roof.

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 19th day of January, 2017.

OWNER:

2416 East Sixth Street, L.P., a Texas limited partnership

By: 2416 East Sixth Street GP, L.P, a Texas limited partnership, its General Partner

By: Llano Investments GP, L.L.C., a Delaware limited liability company, its General Partner

By: _____
M. Timothy Clark
President

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 19th day of January, ~~2016,~~ 2017 by M. Timothy Clark, as President of Llano Investments GP, L.L.C., a Delaware limited liability company, General Partner of 2416 East Sixth Street GP, L.P., a Texas limited partnership, General Partner of 2416 East Sixth Street, L.P., a Texas limited partnership, on behalf of said partnership.

Jessica Villarreal
Notary Public, State of Texas

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

NOTARY PUBLIC STATE OF TEXAS
JESSICA VILLARREAL
Notary Public, State of Texas
Comm. Expires 12-29-2018
Notary ID 12595365-4