

DEC 12 2017

Zoning Case No. C14-2017-0042

Planning & Zoning Department

RESTRICTIVE COVENANT

OWNER: Abraham Birgani

OWNER ADDRESS: 12604 Blackfoot Trail, Austin, Texas 78729

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 2, Indian Oaks 2 Subdivision, a subdivision in the City of Austin, Williamson County, Texas, according to the map or plat of record in Cabinet J, Slide 264, of the Official Records of Williamson 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.

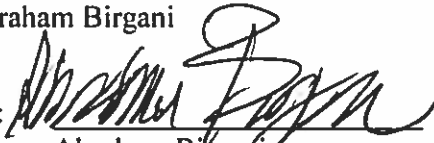
1. Vehicular traffic associated with non-residential use of the Property to or from Blackfoot Trail is prohibited except for pedestrian, bicycle, and emergency ingress and egress. Access to the Property for all vehicular traffic associated with a non-residential use shall be from other adjacent public streets or through other adjacent property.
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 12th day of December, 2017.

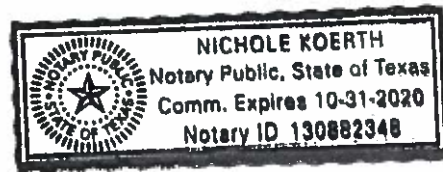
OWNER:

Abraham Birgani

By: 
Abraham Birgani

THE STATE OF TEXAS §

COUNTY OF Travis §



This instrument was acknowledged before me on this the 12th day of December, 2017, by Abraham Birgani.

Nichole Koerth
Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

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