

**ORIGINAL
FILED FOR RECORD**

copy
Zoning Case No. C14-04-0179

RESTRICTIVE COVENANT

OWNER: James M. Pallas and Barbara J. Pallas
ADDRESS: 8601 Cullen Lane, Austin, Texas 78748
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, T.H. Neal Addition, a subdivision in the City of Austin, Travis County, according to the plat or plat of record in Plat Book 27, Page 6, of the Plat Records of Travis County, Texas.

WHEREAS, 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. 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. Hours of operation for a business located on the Property are limited to the hours of 8:00 a.m. to 5:30 p.m.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, 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 or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant 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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

3-10-05

2-2

EXECUTED this the 14 day of February, 2005.

OWNER:

James M. Pallas
James M. Pallas

Barbara J. Pallas
Barbara J. Pallas

APPROVED AS TO FORM:

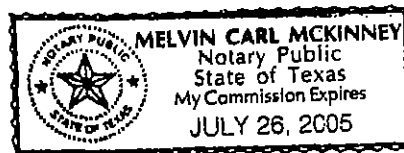
[Signature]
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 14th day of Feb- 05
2005, by James M. Pallas.

Melvin Carl McKinney
Notary Public, State of Texas

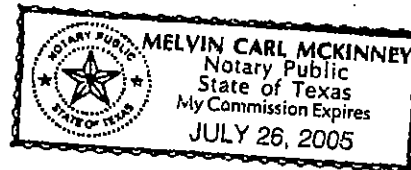


THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 14th day of Feb. 05, 2005, by Barbara J. Pallas.

Melvin C. McKinney
Notary Public, State of Texas



After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: Diana Minter, Legal Assistant

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Mar 11 02:27 PM 2005041888

FERGUSONL \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS