

**Zoning Case No. C14-05-0106****RESTRICTIVE COVENANT**

OWNER: Thomas F. Harper and Brenda S. Harper

ADDRESS: 103 Red Bird Lane, Austin, Texas 78745

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: A tract of land being the south 68 ft. average of Lot 20 and the south 68 ft. average and the east 50 ft. of Lot 21 Block 1, Pleasant Hill Addition, a subdivision in the City of Austin, Travis County, Texas, the tract being more particularly described in deeds recorded in Volume 12156, Page 66, and Volume 12502, Page 1209, Real Property 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, his heirs and successors.

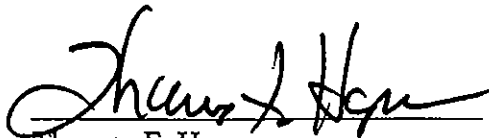
1. If use of the Property as a construction sales and services use is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to limited office-neighborhood plan (LO-NP) combining district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating the period of discontinuance.
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.

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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.

EXECUTED this the 15 day of January, 2006.

OWNER:


Thomas F. Harper


Brenda S. Harper

APPROVED AS TO FORM:

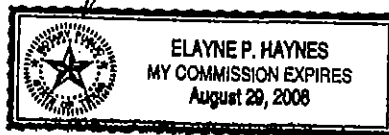

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15th day of February, 2006, by Thomas F. Harper.

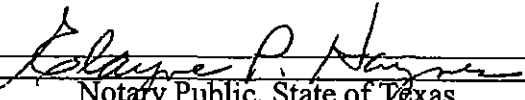

Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15th day of February, 2006, by Brenda S. Harper.


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



2006 Mar 08 03:31 PM 2006041937

CRIDERL \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS