



3

RESTRICTIVE COVENANT

OWNERS: Cabot-Chase Ltd., a Texas limited partnership

ADDRESS: 1200 San Antonio Street, Austin, Texas 78701

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 8, Block 177, Original City of Austin, Travis County, according to the map or plat on file in the General Land Office of the State of Texas.

WHEREAS, the Owners 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 Owners 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 Owners of the Property, its heirs, successors, and assigns.

1. The Owner shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on April 6, 2006. Design, permitting, and construction of streetscape improvements will be at Owner's expense, or the Owner shall post fiscal equal to the amount of Great Streets improvements prior to the issuance of site development permits. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department. If the Owner constructs the streetscape improvements, the Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.
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.

6-8-06

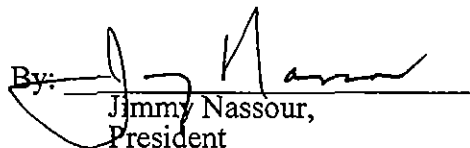
#87

EXECUTED this the 6 day of April, 2006.

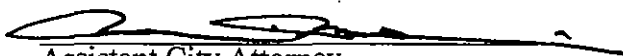
OWNER:

**Cabot-Chase, Ltd.,**  
a Texas limited partnership

By: Chase Equities, Inc.,  
a Texas corporation,  
its sole general partner

By:   
Jimmy Nassour,  
President

APPROVED AS TO FORM:

  
Assistant City Attorney  
City of Austin

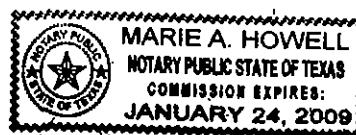
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 6 day of April, 2006, by Jimmy Nassour, President of Chase Equities, Inc., a Texas corporation, sole general partner of Cabot-Chase, Ltd., a Texas limited partnership, on behalf of the corporation and limited partnership.

Marie A. Howell  
Notary Public, State of Texas

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



Restrictive Covenant-Cabot-Chase

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Jun 09 03:15 PM 2006108735

RANEYJ \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS