

July 27, 2006
#137

Zoning Case No. C14-06-0095

RESTRICTIVE COVENANT

OWNER: RP Preserve, Ltd., a Texas limited partnership
ADDRESS: 1011 North Lamar Blvd., Austin, Texas 78703
OWNER: Austin Christian Fellowship, a Texas non-profit corporation
ADDRESS: 6401 Riverplace Blvd., Austin, Texas 78730
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 1.281 acre tract of land, more or less, out of the R.L. Preece Survey No. 2, in Travis County, the tract being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant.

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. Development on the property may not exceed one residential dwelling unit.
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.

EXECUTED this the _____ day of _____, 2006.

OWNER:

**RP Preserve, Ltd.,
a Texas limited partnership**

By: RP Preserve GP, Inc.,
a Texas corporation
its general partner

By: _____
Blake J. Magee,
President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2006, by Blake J. Magee, President, of RP Preserve GP, Inc., a Texas corporation, general partner of RP Preserve, Ltd., a Texas limited partnership, on behalf of the corporation and the limited partnership.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

EXECUTED this the _____ day of _____, 2006.

OWNER:

**Austin Christian Fellowship,
a Texas non-profit corporation**

By: _____
Cordel Robinson,
Executive Pastor and Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2006, by Cordel Robinson, Executive Pastor and Vice President, of Austin Christian Fellowship, a Texas non-profit corporation, on behalf of the corporation.

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
Attention: Diana Minter, Paralegal