



Zoning Case No C14-06-0097

RESTRICTIVE COVENANT

OWNER Cody Pools, Inc , a Texas corporation

ADDRESS 2300 West Parmer Lane, Austin, Texas 78727

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, Block B, Tomanet Estates Section 1-A Subdivision, a subdivision in the City of Austin, Travis County, according to the map or plat of record in Plat Book 47, Page 44, of the Plat Records of Travis County, 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 Owner agrees to reserve 100 feet of right-of-way from the existing center line of Parmer Lane for future right-of-way, under Sections 25-6-51 through 25-6-54 in Chapter 25-6 of the City Code. A building or structure may not be erected nor may improvements be made within the reserved right-of-way as determined by the Transportation, Planning, and Sustainability Department, except as otherwise authorized by the City of Austin
- 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

9-28-06

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EXECUTED this the 26th day of September, 2006

OWNER

Cody Pools, Inc ,
a Texas corporation

By Michael R. Church
Michael R Church,
President

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 26th day of September, 2006, by Michael R Church, President of Cody Pools, Inc , a Texas corporation, on behalf of the corporation

[Signature]
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, Paralegal

Restrictive covenant-Cody Pools

11/10/06

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS