

## Zoning Case No C14-06-0185

RESTRICTIVE COVENANT

OWNER                   Domenic Provopulos

ADDRESS               937 Vanguard Street, Austin, Texas 78734-5128

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           Lots 16 and 17A, Block A, South Lamar Square Subdivision, a subdivision in the City of Austin, Travis County, Texas, more particularly described in an instrument of record in Document No 2006113939, of the Official Public Records of Travis County, Texas.

WHEREAS, the Owner 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     Except as otherwise provided in this covenant, development of the Property is subject to Ordinance No 20060831-068 (the "Ordinance"), including Attachment A of the Ordinance, that established standards for commercial design Section 23.2 B.1 (*Vehicular and Pedestrian Connections Between Sites*) of Attachment A does not apply to a connection between the Property and the adjacent property to the south. Therefore, vehicular access from Lamar Square Drive through the Property to the adjacent property to the south is prohibited.
- 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.

1 **PART 3.** This ordinance takes effect on \_\_\_\_\_, 2006

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4 **PASSED AND APPROVED**

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8 \_\_\_\_\_, 2006

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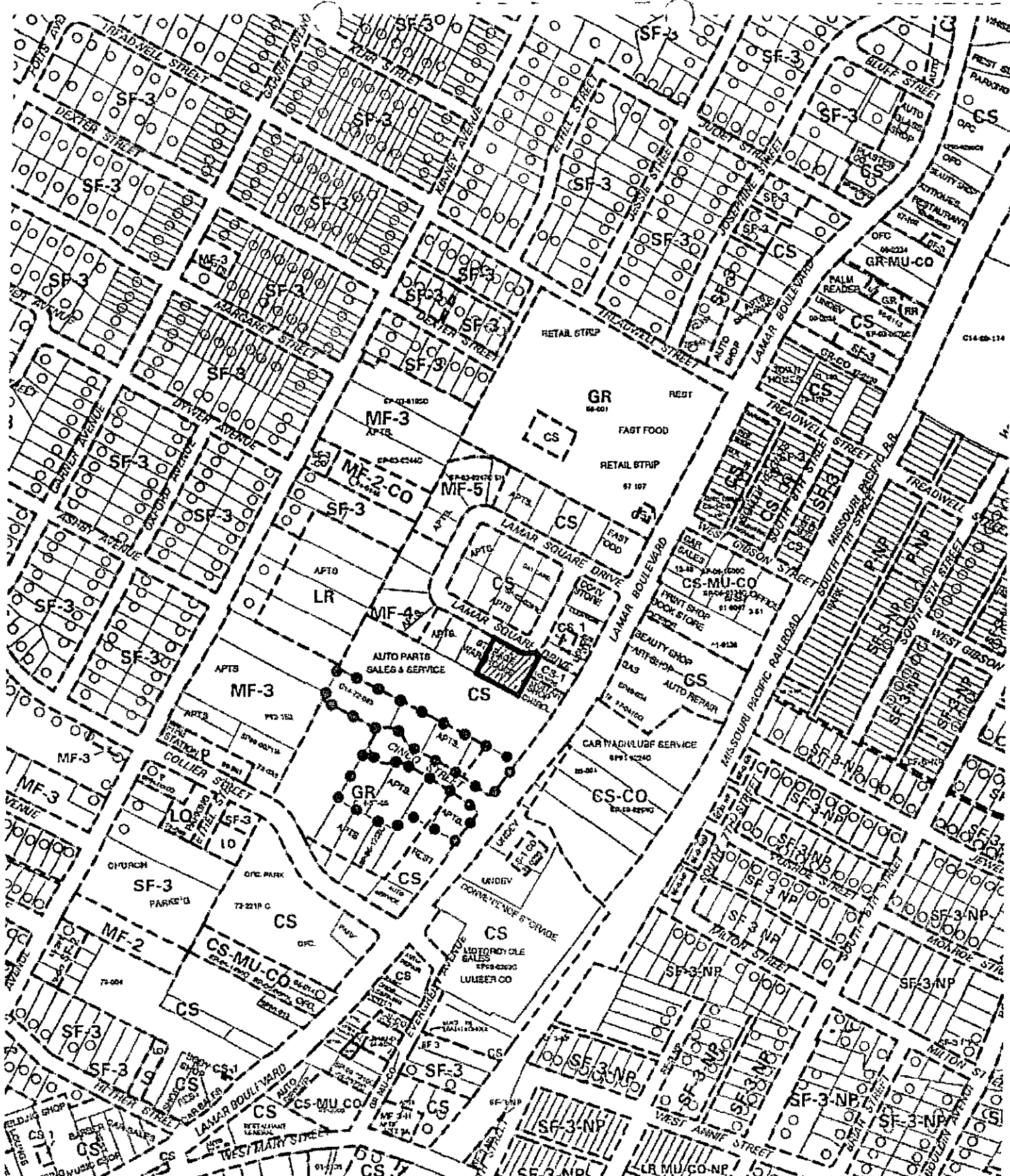
Will Wynn  
Mayor





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13 **APPROVED:**

David Allan Smith  
City Attorney

**ATTEST:**

Shirley A Gentry  
City Clerk



 <p>1" = 100'</p> <p>SUBJECT TRACT </p> <p>PENDING CASE </p> <p>ZONING BOUNDARY </p> <p>CASE MGR R HEIL</p>	<p>ZONING <b>Exhibit A</b></p> <p>CASE # C14-06-0185</p> <p>ADDRESS 1340-1342 LAMAR SQUARE</p> <p>SUBJECT AREA (acres) 0.237</p>	<p>DATE 06-11</p> <p>INTLS SIA</p>	<p>CITY GRID REFERENCE NUMBER H21</p>
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