

Zoning Case No. C14-06-0163

**RESTRICTIVE COVENANT**

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Calavan II  
re zoning RC  
(Salina St)

**OWNER** The Calavan Family Partnership, Ltd., a Texas limited partnership

**ADDRESS:** 7301 RR 620 North, Suite 155-320, Austin, Texas 78726

**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 84 feet x 150 feet out of Block 3, Outlot 36, Division B, Johns C R. Subdivision, Travis County, as described in an instrument of record in Volume 12740, Page 1212, Real Property 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.

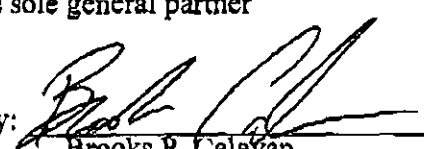
- 1 Development of the Property is subject to Ordinance No 20060831-068 that established standards for commercial design.
- 2 If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity 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:**

**The Calavan Family Partnership, Ltd.,  
a Texas limited partnership**

By: BPC Holdings, Inc.,  
a Texas corporation,  
its sole general partner

By:   
Brooks P. Calavan,  
President

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

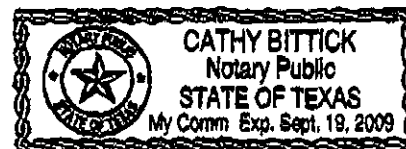
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 7 day of December, 2006, by Brooks P. Calavan, President of BPC Holdings, Inc., a Texas corporation general partner of The Calavan Family Partnership, Ltd., a Texas limited partnership, on behalf of the corporation and the partnership.

  
\_\_\_\_\_  
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-Calavan Family PS