

## Zoning Case No. C14-06-0118

RESTRICTIVE COVENANT

OWNERS Richard G Hardin and Michael J McGinnis

ADDRESS P O Box 5628, Austin, Texas 78763

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 Lot 5 and the east 31 feet of Lot 6, Block 106, Original City of Austin, Travis County, the tract of land 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, their successors and assigns

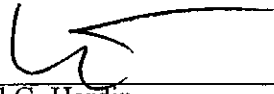
- 1 For a building or structure constructed to a height of 50 feet or more from ground level, a minimum 15 percent of its gross square feet of floor area shall be for a residential use
- 2 If development of the Property exceeds 50 feet in height then the Owners shall design and construct streetscape improvements along that portion of Nueces Street that abuts the Property, in compliance with the City of Austin Great Streets design criteria as the criteria existed on December 14, 2006. Design, permitting and construction of streetscape improvements will be at Owner's expense. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department. The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.
- 3 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.
- 4 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.
- 5 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.

- 6 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 13 day of DECEMBER, 2006

**OWNERS:**

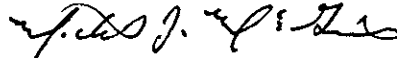
**Richard G. Hardin**



Richard G Hardin

**OWNER**

**Michael J McGinnis**



Michael J McGinnis

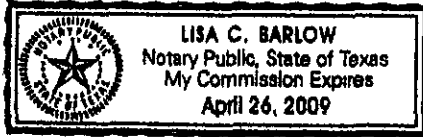
**APPROVED AS TO FORM**

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 13<sup>th</sup> day of December, 2006, by Richard G Hardin

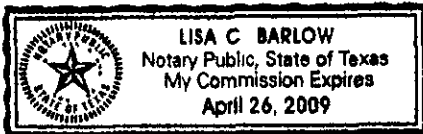


Lisa C Barlow  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 13<sup>th</sup> day of December, 2006, by Michael J McGinnis



Lisa C Barlow  
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