

RESTRICTIVE COVENANT

OWNER(S): Richard H. Einck, Jr.

Karl A. Burkett

ADDRESS: See Below

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 11A, Resubdivision of Lot 9, Block F, Western Trails Section Two, and Lots 11 and 12, Block F, Western Trails Section 9 Subdivision, subdivisions in the City of Austin, Travis County, Texas, according to the maps or plats of record in Volume 24, Page 37, (Lot 11-A), and Volume 21, Page 29 (Lots 11 & 12), of the Plat Records of Travis County, Texas.

WHEREAS, the Owners (the "Owner", whether one or more) 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 ("Agreement"). 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. A site plan or building permit for the Property may not be approved, released, or issued, if construction of any additional parking area does not comply with the criteria set forth in Section 1.6.7.E of the Environmental Criteria Manual (*Porous Pavement for Pedestrian Use*).
2. If any person or entity shall violate or attempt to violate this Agreement, 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, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this Agreement 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, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2010.

OWNER:

Richard H. Einck, Jr.

Address: 7736 El Dorado Dr.
Austin, TX 78737

Karl A. Burkett

Address: 4501 Rim Rock Path
Austin, TX 78745-1531

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 _____ day of _____, 2010, by Richard H. Einck, Jr.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Karl A. Burkett.

Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: Diana Minter, Paralegal