

#37

Late Back Up

Late Backup

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Zoning Case No. C14-2015-0112

From Planning and Zoning

**RESTRICTIVE COVENANT**

OWNER: SV Triangle L.P., a Texas limited partnership

ADDRESS: 221 West 6<sup>th</sup> Street, Suite 880, Austin, Texas 78701

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 A, Triangle subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200700115 of the Official Public Records of Travis County, Texas (the "Property").

WHEREAS, the Owner (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. The street frontage along 46<sup>th</sup> Street shall provide a streetscape zone not less than twelve (12) feet in width. The streetscape zone shall consist of two zones: a minimum five (5) feet in width of planting zone adjacent to the curb and a minimum seven (7) feet in width of unobstructed sidewalk zone. The planting zone shall be planted with street trees at an average spacing not greater than thirty (30) feet on center.
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.

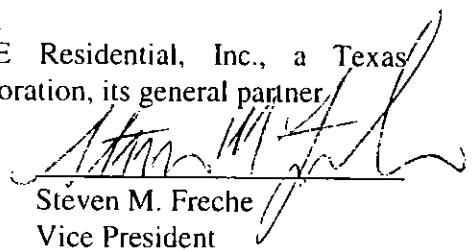
4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may be modified, amended, or terminated only by joint action of both (a) a majority 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 14<sup>th</sup> day of MARCH, 2016.

**OWNER:**

SV Triangle L.P., a Texas limited partnership

By: SIVE Residential, Inc., a Texas  
corporation, its general partner,

By:   
Steven M. Freche  
Vice President

APPROVED AS TO FORM:

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Assistant City Attorney  
City of Austin

THE STATE OF TEXAS

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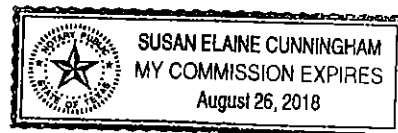
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 2nd day of March, 2016, by Steven M. Freche, as Vice President of SIVE Residential, Inc., a Texas corporation, as general partner of SV Triangle, L.P., a Texas limited partnership, on behalf of said corporation and partnership.

Susan Elaine Cunningham

Notary Public, State of Texas



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