

Zoning Case No. C14-2016-0046

RESTRICTIVE COVENANT

OWNER: Squirrel Pants, LLC, a Texas limited liability company

OWNER ADDRESS: 904 Bodark Lane, Austin, Texas 78745

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: Tract 1:
Lot 3, Dittmar at Cooper Subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200800084 of the Official Public Records of Travis County, Texas,

Tract 2:
Lot 2, Dittmar at Cooper Subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200800084 of the Official Public Records of Travis County, Texas (cumulatively referred to as 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 use of outdoor sound equipment to amplify sound within 100 feet of any residentially zoned property line is prohibited on the Property.
2. For an outdoor entertainment use, the hours of operation shall not extend past 9:00 p.m. on Sunday through Thursday, and 11:00 p.m. on Friday and Saturday.
3. 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.

5. 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.
6. 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.
7. 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 _____, 2016.

OWNER:

Squirrel Pants, LLC, a Texas limited liability company

By: Jade Diaz
Jade Diaz
Executive Vice President

By: Adam Diaz
Adam Diaz
President

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

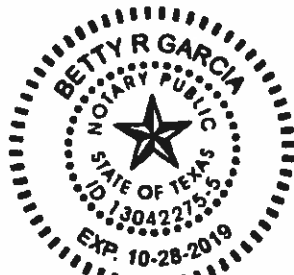
THE STATE OF TEXAS §


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COUNTY OF TRAVIS §

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This instrument was acknowledged before me on this the 11 day of October, 2016, by Jade Diaz, as Executive Vice President of Squirrel Pants, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas

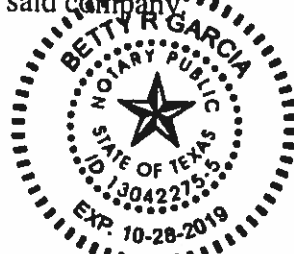
THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

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This instrument was acknowledged before me on this the 11 day of October, 2016, by Adam Diaz, as President of Squirrel Pants, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas

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