

Zoning Case Nos. C14-2018-0064
C14-2018-0065

RESTRICTIVE COVENANT

OWNER: FBZ Town Lake Circle II, L.P., a Texas limited partnership and
FBZ Town Lake Circle III, LLC, a Texas limited liability company

OWNER ADDRESS: 5508 Parkcrest Dr. Ste. 320
Austin, TX 78731

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 are acknowledged.

PROPERTY: Lots 1-2, Block A, Resubdivision of Barcelona Plaza Section
1-A, according to the map or plat thereof recorded in Volume
95, Page 42, Plat Records of Travis County, Texas, and

Lots 9-11, Lake Shore Colony, a subdivision in Travis County,
Texas, according to the map or plat of record in Volume 39, Page
4, of the Plat Records of Travis County, Texas, (cumulatively
referred to as the "Property"),

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 ("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 the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Alliance Transportation Group, Inc., dated June 8, 2018, or as amended, and approved by the Director of the Development Services Department. All development on the Property is subject to the Development Services Department, Transportation Review Section's staff memorandum dated January 17, 2019 ("memorandum") and any amendments to the memorandum that address subsequent TIA updates for the Property. The TIA and memorandum shall be kept on file at the Development Services Department.

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 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 26 day of February, 2019.

OWNER:

FBZ Town Lake Circle II, L.P., a Texas limited partnership

By: FBZ Town Lake Circle II, GP, LLC,
a Texas limited liability company,
its sole general partner

By: 
Diana Zuniga, Manager

OWNER:

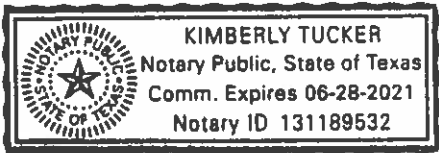
FBZ Town Lake Circle III, LLC, a Texas limited liability company

By: 
Diana Zuniga, Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 26 day of February 2019, by Diana Zuniga, as manager of FBZ Town Lake Circle II GP, LLC, a Texas limited liability company, as sole general partner of FBZ Town Lake Circle II, L.P., a Texas limited partnership on behalf of said partnership.

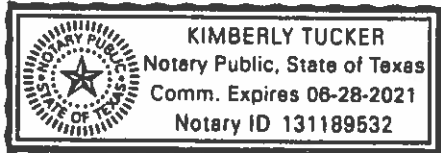
Kimberly Tucker
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 26 day of February 2019, by Diana Zuniga, as manager of FBZ Town Lake Circle III, LLC, a Texas limited liability company, on behalf of said company.

Kimberly Tucker
Notary Public, State of Texas



APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

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