



RESTRICT 2005115461

3 PGS

Zoning Case No. C14-04-0091

RESTRICTIVE COVENANT

OWNER: Fernando E. Loya and Rebecca Luna-Loya

ADDRESS: 901 East 15th Street, Austin, Texas 78702

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 2, Block 7, Outlot 42, Division B, Government Outlots of the Original City of Austin, Travis County, according to the map or plat of record in the General Land Office of the State of Texas.

WHEREAS, 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. 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. If use of the Property as a medical office use is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to family residence (SF-3) district as defined in Chapter 25-2 of the City Code. Normal seasonal cessation of a use, or temporary discontinuance for purposes of maintenance or rebuilding of the Property after damage or destruction may not be used in calculating of the period of discontinuance.
2. The following uses as defined in Chapter 25-2 of the City Code are prohibited uses of the Property: small lot single-family residential, condominium residential, group residential, townhouse residential, and multifamily residential.
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.

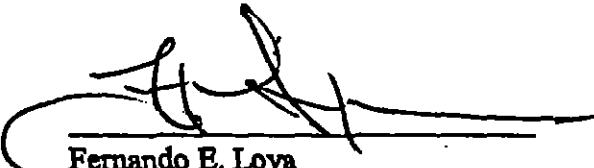
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6. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 12 day of May, 2005.

OWNER:


Fernando E. Loya


Rebecca Luna-Loya

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 12 day of May, 2005, by Fernando E. Loya.




Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12 day of May, 2005
2005, by Rebecca Luna-Loya.



Rhonda G. Bridges
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-8828
Attention: Diana Minter, Legal Assistant

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jun 28 04:31 PM 2005115461

BENAVIDESV \$18.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS