

900

C.M.R.-88-222

STATE OF TEXAS §
COUNTY OF TRAVIS §

04029685

RESTRICTIVE COVENANT

2000 200120 9.00 RTEA 2 03/07/85

WHEREAS, James C. Hughes ("Grantor") of Travis County, Texas is the owner of that certain real property located in Travis County, Texas, described as follows:

Lot A, FRANK BOATRIGHT'S ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 51, Page 52, Plat Records of Travis County, Texas ("Tract A"); and

WHEREAS, Grantor is the lessee of the following described property which is currently owned by Neely's Canyon Corporation which Grantor has leased for the purpose of providing parking for the veterinary clinic which is in operation on Tract A:

Approximately 4,908 square feet out of Lot 1, NEELY CANYON, a subdivision of a portion of Lot 1, of the James H. Mitchell Survey No. 17, Abstract #521, City of Austin, Travis County, Texas ("Tract B"); and

WHEREAS, the City of Austin and Grantor have agreed to subject the above described property to certain covenants and restrictions running with the land as hereinafter set forth;

NOW, THEREFORE, Grantor, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on him, his successors and assigns, as follows, to-wit:

1. That so long as there is a veterinary clinic in operation on Tract A, it will operate as defined in Section 1713 (Pet Services) of Chapter 13-2(a) of the Code of the City of Austin, or the successor to that section of the Code of the City of Austin.

REAL PROPERTY RECORDS
Travis County, Texas

09561 0877



2. That so long as Grantor, his successors or assigns, is the lessee or owner of Tract B, it shall be used only for parking appurtenant to the veterinary clinic on Tract A or for the Neely Canyon Condominiums.

3. Tract A is now zoned by the City of Austin as "LO" and Tract B is now zoned as "SF-6", but Tract B may be re-zoned "GO" for parking appurtenant to the veterinary clinic on Tract A; however, in the event any one of the following events occurs, then the owner of the property will not object to the filing of an application for the re-zoning of Tract B to its previous status: (a) in the event Grantor sells Tract A and the new owner changes the use of the Property; or (b) the use of Tract A as a veterinary clinic ceases to exist for ninety (90) consecutive days; or (c) Grantor's lease of Tract B is terminated; or (d) the current owner changes the use of the Property. The application for re-zoning at that time may be made by any one of the following parties: Grantor, City of Austin, Neely Canyon Corporation, or any neighborhood association which claims the Property within its boundaries.

4. In the event Tract B is zoned by the City of Austin as "GO", then the special permit site plan which was submitted to the City of Austin as part of the rezoning application shall become a part of the City of Austin ordinance which re-zoned the Property.

5. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

6. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment

or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

7. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

8. This agreement may be modified, amended or terminated only by joint action of (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin; and (b) by the owners of the above described property at the time of such modification, amendment or termination; and (c) the appropriate neighborhood association. No amendment shall be effective until recorded in the Deed Records of Travis County, Texas.

9. This Declaration, unless amended as provided herein, shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each.

EXECUTED by Grantor this 15th day of October, 1985.

James C. Hughes
JAMES C. HUGHES

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared James C. Hughes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 15th day of October, 1985.

Susan E. Bowers
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Susan E. Bowers
Commission Expires: 3-11-87

NOTARY SEAL

return
City of Austin
Dept. of Law
PO Box 1088
Austin, Tx. 78767-8828

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

FEB 7 1986



Dora S. Angleton
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRAVIS COUNTY, TEXAS
COUNTY CLERK
Dora S. Angleton
1986 FEB -7 AM 11:13

FILED

0880 19560