

Zoning Case Nos. C14-96-0098
C14-96-0099
C14-96-0100

RESTRICTIVE COVENANT

OWNER: MV WALNUT CREEK, LTD., a Texas Limited Partnership

ADDRESS: 5929 Balcones Dr., Suite 100, Austin, Texas 78731

OWNER: WM. MICHAEL WEIST

ADDRESS: 1018 West Maude Avenue, Sunnyvale, California 94086

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: Lots 1, 2, and 3, Block "E", Walnut Creek Business Park, Phase A, Section 3 Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 85, Pages 3A-3C, of the Plat Records of Travis County, Texas.

Lot 1, Block "A", Amended Plat of Lots 1 through 9, Walnut Creek Business Park, Phase C,, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 86, Page 138D, of the Plat Records of Travis County, Texas.

Lots 1 and 2, Block "D", Walnut Creek Business Park, Phase A, Section 3 Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 85, Pages 3A-3C, of the Plat Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions as conditions of zoning for the Property;

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. Notwithstanding any other provision of the Land Development Code applicable to the Property on the effective date of this restrictive covenant or at the time an application for approval of a site plan or building permit is submitted, no site plan for development of the Property or any portion of the Property shall be approved or released, and no building permit for construction of a building on the Property, shall be issued if the completed development or uses authorized by the proposed site plan or building permit, considered cumulatively with all existing or previously authorized development and uses of the Property, generates traffic exceeding the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by WHM Consulting Engineers, dated July 9, 1996, and subject to the recommendations contained in a memorandum from the Transportation

Review Section of the Department of Review and Inspection, dated November 15, 1996. The TIA shall be kept on file at the Department of Review and Inspection.

At the request of the Owner of the affected Property, an updated or amended TIA may be approved administratively by the Director of the Department of Review and Inspection.

2. 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.
3. 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.
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 subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 12th day of February, 1997.

OWNER:

MV WALNUT CREEK, LTD.,
a Texas Limited Partnership

By: MV PROPERTIES, INC., a Texas Corporation
General Partner

By Stephen A. Pyhr
STEPHEN A. PHYRR
President of MV Properties, Inc.

OWNER:

WM. MICHAEL WEIST
WM. MICHAEL WEIST

2-12-97

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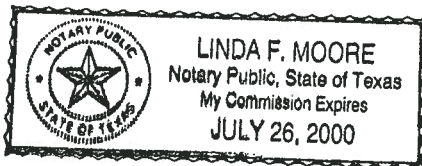
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12877 0285

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 12th day of February, 1997, by **STEPHEN A. PYHRR**, President of MV Properties, Inc., a Texas Corporation, on behalf of said corporation, and the corporation acknowledged this instrument as General Partner on behalf of MV WALNUT CREEK, LTD., a Texas Limited Partnership.



Linda F. Moore
Notary Public, State of Texas

THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

This instrument was acknowledged before me on this the 12th day of FEBRUARY, 1997, by **WM. MICHAEL WEIST**.



Cetta McCarthy
Notary Public, State of Texas
OR CALIFORNIA

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

FILED

97 FEB 24 PM 2:08

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

FEB 24 1997



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM-At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.