

INTEGRATED PEST MANAGEMENT
RESTRICTIVE COVENANT

OWNER: TCHMALL Sports, LLC, a Texas limited liability company

MAILING ADDRESS: 11715 RM 2244, Suite 300
Austin, Texas 78738

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Bee Cave to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 1, Block A (8.603 AC.), HCI Subdivision, in Travis County, Texas, according to the map or plat of record in Document No. 201300022, Official Public Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the City of Bee Cave have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of 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. The owner shall comply with the Integrated Pest Management (IPM) Plan of record, as approved by the City of Bee Cave for Permit No. 14-144, as may be amended from time to time by the owner upon approval by the City of Bee Cave, said IPM Plan being available for review and inspection in the City of Bee Cave records in Permit No. 14-144.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Bee Cave 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 Bee Cave 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 the (a) City of Bee Cave, 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.

All citations to the City of Bee Cave shall refer to the City of Bee Cave Code of 2014 and City of Bee Cave Ordinance Number 14-201, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

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DATE: February 21, 2015

TCHMALL SPORTS, LLC,
a Texas limited liability company

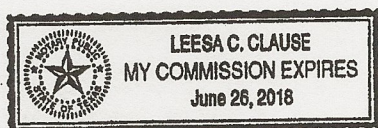
By: _____

JEFFREY FRANKLIN KENT, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

This instrument was acknowledged before me on February 21, 2015, by JEFFREY FRANKLIN KENT, Manager, as authorized representative on behalf of TCHMALL SPORTS, LLC, a Texas limited liability company.



NOTARY PUBLIC, STATE OF TEXAS
Name
printed: LEESA CLAUSE
Commission
expires: 6/26/18

PREPARED IN THE LAW OFFICES OF:

Kim D. Brown, Attorney, PLLC
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734
512-263-7450

AFTER RECORDING, RETURN TO:

Kim D. Brown, Attorney, PLLC
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734