

**Zoning Case No. C14-2014-0167RC**

**RESTRICTIVE COVENANT**

**OWNER:** Self Directed IRA Services, Inc., Custodian FBO Michael Ray Jeter Roth IRA # 201001423 (66%) and Self Directed IRA Services, Inc., Custodian FBO Katherine Sue Jeter IRA #201312627 (34%), a Texas corporation

**ADDRESS:** 215 Mary Avenue, Suite 311, Waco, TX 76711

**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:** 2.386 acre tract of land out of the Mariguita Castro Survey No. 50, Abstract No. 160, said 2.386 acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached and incorporated into this covenant (the "Property"),

WHEREAS, the Owner (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 ("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. Development on the Property is subject to the recommendations contained in the Neighborhood Traffic Analysis ("NTA") memorandum from the Transportation Review Section of the Development Services Department (the "Department"), dated February 4, 2015. The NTA memorandum shall be kept on file at the 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(s) 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 3<sup>rd</sup> day of June, 2015.

**OWNER:**

Self Directed IRA Services, Inc., Custodian FBO  
Michael Ray Jeter Roth IRA # 201001423 (66%)  
and Self Directed IRA Services, Inc., Custodian  
FBO Katherine Sue Jeter IRA #201312627 (34%), a  
Texas corporation

By:

Kelli Click  
Kelli Click  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

MRS  
KSOX