



REST

2009010343

2 PGS

December 19, 2008  
Case No. SP-2008-0090DRESTRICTIVE COVENANT

OWNER: ZFB/DD LLC

MAILING ADDRESS: 13809 Research Blvd. Suite 1000, Austin, TX 78750

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 1 Block A, ZFB Subdivision, Cabinet J, Slide 228, official plat records of Williamson 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;

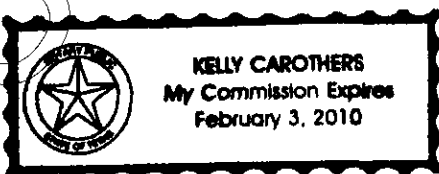
NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors and assigns.

1. The owner shall comply with the Integrated Pest Management (IPM) plan of record, as approved by the Watershed Protection and Development Review Department for Subdivision Case No. SP-2008-0090D as may be amended from time to time by the owner upon approval by the Watershed Protection and Development Review Department, said IPM Plan being available for review and inspection in the Office of the Development Review and Inspection Department in Subdivision Case No. SP-2008-0090D.
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 the (a) Director of Watershed Protection and Development Review and Inspection Department of the City of Austin, and (b) by the owners of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1992, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

BY: William B. PohlDATE: 2-12-09, 2009THE STATE OF TEXAS  
COUNTY OF WILLIAMSON§  
§

This instrument was acknowledged before me on this the 12 day of February, 2009,  
by William B. Pohl  
General Partner of ZFB Ltd.



K. Carothers  
Notary Public, State of Texas

ACCEPTED: WATERSHED PROTECTION AND  
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: Ronald L. Czajkowski  
Name: Ronald L. Czajkowski  
Title: Engineer C

APPROVED AS TO FORM:

By: James M. Williams, Sr.  
Name: JAMES M. WILLIAMS, SR.  
Assistant City Attorney

AFTER RECORDING, RETURN TO:

City of Austin  
Department of Watershed Protection and Development Review Department  
P.O. Box 1088  
Austin, Texas 78767  
Project Name: Marquis Ranch / ZFB Ltd.  
Attn: Sue Welch [Project Manager]  
CIP No. SR- 7008-0090D [if applicable]

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2009010343

Nancy E. Rister

02/18/2009 01:19 PM

CMCNEELY \$20.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

② McLean + Howard  
1004 Mopac Circle  
Austin, TX 78746