

ITEM 59
TRACTS 503, 503A, & 503B
RESTRICTIVE COVENANT

OWNER: EPISCOPAL THEOLOGICAL SEMINARY OF THE SOUTHWEST

ADDRESS: 606 Rathervue
Austin, Texas 78705

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: 505 Rathervue Place, Austin, Texas
Lot 10, Block 1, Division X, College Court, Plus ½ Adjacent Reserve Strip

507 Rathervue Place, Austin, Texas
Lot 11, Block 1, Division X, College Court

509 Rathervue Place, Austin, Texas
Lot 12, Olt 1, Division X, College Court, Plus ½ Interest in Twelve-Foot (12') Reserve Strip

601 Rathervue Place, Austin, Texas
Lot 13* & West ½ of Lot 14, Olt 1, Division X, College Court, Plus ½ Adjacent Reserve Strip

605 Rathervue Place, Austin, Texas
East ½ of Lot 14* & All of Lot 15, Olt 1, Division X, College Court, Plus ½ Adjacent Reserve Strip

607 Rathervue Place, Austin, Texas
Lot 16, Olt 1, Division X, College Court, Plus ½ Interest in Twelve-Foot (12') Reserve Strip

609 Rathervue Place, Austin, Texas
Lot 17, Olt 1, Division X, College Court

(the "Property").

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. Enrollment in any Day Care Services use on the Property shall be limited to persons related to or affiliated with student/s faculty and staff of the Owner.
2. Any site plan approved on the Property shall include a 6' masonry wall within the easement (5' north of the south property line). Gates for maintenance access to the utility easement may be provided in this fence. The 25' compatibility setback area shall be landscaped with grass and evergreen trees placed no more than 30' apart.
3. Any new building on the Property shall incorporate pitched roofs, gables and other architectural features to convey a character compatible with the neighborhood.
4. No multi-level stand-alone parking structures are permitted.
5. No compressors, dumpsters or other sound-making equipment may be located on the south side of building on the Property. No driveways or parking shall be located on the south side of any buildings on this tract except those required by City Code or applicable building codes.
6. In the event the office use and related parking located at 607 and 609 Rathervue is discontinued for a period of ninety (90) consecutive days, the Owner will not object to a City initiated zoning change on the tracts located at 607 and 609 Rathervue to MF-4 with MF-2 Site Development Regulations.
7. Enforcement. 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.
8. Severability. 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.
9. Waiver. 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.
10. Amendment. 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 _____ day of _____, 2004.

OWNER:

EPISCOPAL THEOLOGICAL SEMINARY OF
THE SOUTHWEST

APPROVED AS TO FORM:

Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____,
2004, by _____, _____ of Episcopal Theological Seminary of the
Southwest, _____.

Notary Public, State of Texas

(Seal)

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____,
2004, by _____ of the City of Austin, a municipal corporation, on
behalf of said municipal corporation.

Notary Public, State of Texas

(Seal)

AFTER RECORDING, RETURN TO:

City of Austin

