

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**RESIDENTIAL UNIFIED DEVELOPMENT AGREEMENT
RESTRICTIVE COVENANT**

This Unified Development Agreement Restrictive Covenant (the “**Restrictive Covenant**”) for _____, is executed effective the Date, by _____, _____ (“**Grantor**”) and is as follows:

DEFINITIONS

Grantor: Grantor and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Grantor or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns; individually, the “**Grantor**”

Grantor's Address: _____
Austin, _____ County, Texas _____

Grantee: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

Grantee's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Property: Tract One and Tract Two; collectively, the “**Tracts**,” individually, a “**Tract**”

Tract One: All that parcel of land described as Lot ____ Block ____ of the ____ Subdivision according to the plat recorded as Document No. ____ of the Official Public Records of ____ County, Texas

Tract Two: All that parcel of land described as Lot ____ Block ____ of the ____ Subdivision according to the plat recorded as Document No. ____ of the Official Public Records of ____ County, Texas

Building Permit: The approved and released City of Austin Building Permit No. ____ as the building permit is amended, revised, or corrected from time to time

Duration: Perpetual

Reciprocal Parking: The parking within the Building Permit, serving both Tract One and Tract Two

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters of record in the Real Property Records of Texas county in which the Property is located that are valid, existing, and affect the Property

RECITALS

Grantor has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Grantor declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Grantor. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals and Definitions Incorporated. The above Recitals, Definitions, and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by Grantee, the Property shall be constructed as a unified development/single site. Any proposed modifications to any of the Tracts or any portion of any Tract shall be construed as a modification of the Unified Development, in accordance with the provisions of the Austin City Code. This section includes, but is not limited to, the extent of impervious coverage, parking, landscaping, and use restrictions applicable to the Property. As of the Effective Date, the Property is a single site in perpetuity, and, is not and will not be subject to subdividing by Grantor under any circumstances.
3. Parking. All parking for the Property depicted on the Building Permit must be reciprocal. In this Restrictive Covenant, “**reciprocal parking**” means that the parking depicted on the Building Permit must serve all Tracts. Any change of any aspect of any Tract may not interfere with the reciprocal parking agreement between the Tracts. Grantor is responsible and liable for maintaining the Grantor’s property to allow the required reciprocal parking.
4. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles Grantor to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which Grantor may have hereunder by reason of any breach of this Restrictive Covenant.
5. Excusable Delays. Whenever performance is required of Grantor, Grantor shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of Grantor (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
6. Conveyance. This Restrictive Covenant does not convey interest in real property to Grantee, the public or any governmental body.

7. General Provisions.

- A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Grantor, and their successors and assigns. When a Grantor conveys all or any portion of the Property, that former Grantor will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Grantor from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 7.K., this Restrictive Covenant and the Easement remain in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against Grantor.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the Texas county in which the Property is located.

- H. Notices. Any Notice to Grantor or Grantee must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among Grantor or Grantee in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for Grantee, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate this Restrictive Covenant. The failure at any time to enforce this Restrictive Covenant by Grantee, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant, but not the grant of Easements, may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Real Property Records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of Austin Development Services, or successor department, of the City of Austin; (b) all of the owners of the Property at the time of the modification, amendment, or termination; and (c) any mortgagees holding first lien security interests on any portion of the Property.

Executed to be effective on _____, 20__.

Grantor:

By: _____

Name: _____

By: _____

Name: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

Before me, the undersigned notary, on this day personally appeared _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS
AUSTIN CITY ATTORNEY'S OFFICE

REVIEWED:

CITY OF AUSTIN, TEXAS
AUSTIN DEVELOPMENT SERVICES

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

**AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT,
THE FOLLOWING APPROPRIATE DOCUMENTS ALSO NEED TO BE ATTACHED:**

- A. Determine whether the instrument is executed by an individual or a legal entity

Affidavit of No Liens (entity)
Affidavit of No Liens (individual)

- B. Determine whether there is a lien holder by providing an Ownership and Lien search certificate from a Title Company, that is current within 30 days, that shows:

1. All owners of record
2. All lienholders of record, which hold current liens OR a statement that there are no liens
3. A property legal description

Lien Holder Consent

- C. Determine whether there is a tenant on the property:

Consent by Tenant

- D. Provide the following recording page:

Recording Page