

SECOND AMENDMENT OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-85-288.166(RCA2)

OWNER: Los Indios Ventures, Inc., a Texas corporation

ADDRESS: 1006 Mopac Circle, Suite 101
Austin, Texas, 78746

CITY: City of Austin, Texas, a Texas home-rule municipal corporation situated in the counties of Hays, Travis and Williamson.

CITY COUNCIL: The City Council of the City of Austin.

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.

WHEREAS, Boston Lane G.L.S. Joint Venture, as owner of all that certain property described in Zoning File No. C14-85-288.166, consisting of approximately 9.6 acres of land (the "Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 10801, Page 236 (the "Restrictive Covenant"), and amended under Document No. 2010095372 of the Official Public Records of Travis County, Texas, (the "First Amendment"), imposed certain restrictions and covenants on the Property by the Restrictive Covenant and First Amendment of record.

WHEREAS, the Restrictive Covenant provided that the covenant could 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) the Owner(s) of the Property at the time of such modification, amendment or termination.

WHEREAS, Los Indios Ventures, Inc., a Texas corporation is the current owner (the "Owner") of the Property on the date of this Amendment of Restrictive Covenant (the "Amendment") and desires to amend the Restrictive Covenant as to the Property.

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreement hereinafter set forth, the City of Austin and the Owner agree as follows:

Paragraph 1(C) of the First Amendment is deleted in its entirety and the following provisions are substituted in its place.

- 1(C). Subject to the restrictions in Paragraph 1(D), the Property may be developed up to a floor-to-area ratio of 1.0 to 1.0, provided that the Property is developed in accordance with the following standards:
- a. Impervious cover is limited to 55% of the gross site area.
 - b. Except for impervious cover, the development will comply with current code as outlined in Chapter 25-8 (*Environment*) of the City of Austin Land Development Code, including water quality facilities which meet non-degradation standards as defined by the Save Our Springs Ordinance, in accordance with Section 1.6.9.3 (Control Measure Design) of the Environmental Criteria Manual.
 - c. Except for emergency access purposes, vehicular access to Sunset Ridge is prohibited.

Add a new Paragraph (D) to read as follows:

- 1(D). If the Property is developed for any use other than office use or residential use, the Property shall be limited to a maximum floor-to-area ratio of 0.25 to 1.0.

Add a new Paragraph 1(E) as follows:

- 1(E). Multifamily residential is not prohibited by this Restrictive Covenant.

(Remainder of page intentionally left blank)

EXECUTED this the _____ day of _____, 2024.

OWNER:

Los Indios Ventures, Inc.,
a Texas corporation

By: _____
Name: Tim Jamail
Title: President

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, 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 in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2024.

[Seal]

Notary Public, State of _____

CITY OF AUSTIN:

By: _____
Veronica Briseño
Assistant City Manager
City of Austin

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared Veronica Briseño, Assistant City Manager of City of Austin, 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 in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on ____ ____, 2024.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:

Name: _____
Assistant City Attorney
City of Austin

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: H. Bonds, Paralegal