

**FIRST AMENDMED RESTRICTIVE COVENANT
FOR ZONING CASE NO. C14R-86-077(RCA)**

Owner: Harper Park Two, L.P. a Texas limited partnership

Address: 901 South MoPac, Building One, Suite 160, Austin, TX 78746

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

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 Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

Property: 17.75 acres out of Tract 6 in zoning case C14-86-077 described as Lot 1, Harper Park Section Three Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Document No. 200800229 of the Official Public Records of Travis County, Texas (the "Property")

WHEREAS, Harper Park Two, L.P. a Texas limited partnership, as owner of all that certain property described in Zoning File No. C14R-86-077(RCA), consisting of approximately 17.75 acres of land out of Tract 6 in the (the "Original Property"), as more particularly described in the restrictive covenant recorded in the Official Property Records of Travis County, Texas, in Volume 11610, Page 0694, (the "Restrictive Covenant") imposed certain restrictions and covenants on the Property by the Restrictive Covenant of record.

WHEREAS, the Restrictive Covenant provided that the covenant could be modified, amended, or terminated by joint action of both (a) a majority of the members of the City Council, and (b) the Owner of the Property at the time of such modification, amendment or termination.

WHEREAS, Harper Park Two, L.P. a Texas limited partnership is the current owner (the "Owner") of the Property on the date of this Amendment of Restrictive Covenant ("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:

1. An additional covenant is added to the Property as follows: Harper Park Drive must be constructed to City standards and its acceptance for maintenance, is required prior to the issuance of a certificate of occupancy on the Property.

- 2. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall continue in full force and effect on and after the effective date of this Amendment.
- 3. The City Manager, or his designee, shall execute on behalf of the City, this Amendment as authorized by the City Council of the City of Austin. The Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED to be effective the _____ day of _____, 2013.

OWNERS:

HARPER PARK TWO, L.P.,
a Texas limited partnership

By: **HP TWO GP, L.L.C.,**
a Texas limited liability company,
its General Partner

By: _____
GAIL M. WHITFIELD
Manager

CITY OF AUSTIN:

By: _____
SUE EDWARDS,
Assistant City Manager,
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2013, by Gail M. Whitfield, of HP Two GP, L.L.C., a Texas limited liability company, general partner of Harper Park Two, L.P., a Texas limited partnership, on behalf of the company and limited partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Sue Edwards, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088
Attn: J. Collins, Paralegal