

FIRST AMENDMENT OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-02-0183 (RCA)

OWNER: Theodore Lopez and Mary E. Lopez

OWNER ADDRESS: 13908 Flat Top Ranch Road
Austin, Texas 78732

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, Theodore Lopez and Mary E. Lopez, entered into that certain Restrictive Covenant, consisting of approximately 3.911 acres of land, ("Original Property"), dated March 10, 2003, and recorded in the Real Property Records of Travis County, Texas, on December 18, 2003, in Document No. 2003291517 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-02-0183; and,

WHEREAS, the Restrictive Covenant encumbers real property, a portion of which is more particularly described as Lot A, Ted's Tree Subdivision, Resub of Lots 7-A and 7-B, Resub of Lot 7, Block 1, Cherico Subdivision No. 2, a subdivision in Travis County, Texas, according to the map or plat recorded in Document 200800247, Official Public Records of Travis County, Texas ("Released Property") incorporated into this First Amendment of Restrictive Covenant ("First Amendment"), and,

WHEREAS, the Restrictive Covenant provides that the covenant can be modified, amended, or terminated by joint action of both a majority of the members of the City Council and the owner of the Property at the time of such modification, amendment or termination; and,

WHEREAS, Theodore Lopez and Mary E. Lopez, as the current owners (the "Owner") of a portion of the Original Property on the date of this First Amendment and desire to amend the Restrictive Covenant to release approximately 3.781 acres of the Property more particularly described as the Released Property;

WHEREAS, the City Council agrees the Restrictive Covenant should be amended to release the Released Property.

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

1. The Restrictive Covenant is amended as of the date hereof to release the Released Property from any and all obligations and restrictions contained in the Restrictive Covenant.
2. This document is intended to release the Released Property only and in no way modifies or replaces the Restrictive Covenant, amendments, and restatements as they relate to the remainder of the Original Property.
3. Except as expressly provided for in this First 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 First Amendment.
4. The City Manager, or his designee, shall execute on behalf of the City, this First Amendment as authorized by the City Council of the City of Austin. The First Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this the _____ day of _____, 2022.

OWNER:

By: _____
Theodore Lopez

By: _____
Mary E. Lopez

CITY OF AUSTIN:

By: _____
J. Rodney Gonzales
Assistant City Manager
City of Austin

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 2022,
by Theodore Lopez.

Notary Public, State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 2022,
by Mary E. Lopez.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2022, by J. Rodney Gonzales, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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: C. Curtis, Paralegal