

FIRST AMENDMENT OF RESTRICTIVE COVENANT
FOR ZONING CASE: C14-00-2195 (RCA)

OWNER: Waller Creek Owner LLC, a Delaware limited liability company

ADDRESS: 2000 McKinney Avenue, Suite 1000
Dallas, Texas, 75201-2027

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.

PROPERTY: LOTS 1, 2, AND 3, BLOCK A, WALLER PARK PLACE, a
subdivision in the City of Austin, Travis County, Texas, according
to the map or plat of record in Document No. 201500087 of the
Official Public Records of Travis County, Texas.

WHEREAS, Perry Lorenz, an individual residing in Travis County, Texas, Red River One, LTD., a Texas limited Partnership, Lorenzco, Inc., a Texas corporation, and Rick Triplett, Trustee of the Lorenz Family Trust, entered into that certain Restrictive Covenant, dated December 15, 2000, and recorded in the Official Public Records of Travis County, Texas, on January 15, 2001, in Document No. 2001007406 (the "Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-02-2195; and,

WHEREAS, Waller Creek Owner LLC, as the current owner (the "Owner") of the Original Property on the date of this First Amendment and the City desire to amend the Restrictive Covenant; 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, the City Council agrees 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 and the Owner agree as follows:

1. Paragraph 1 of the Restrictive Covenant regarding the prohibition of outdoor amplified music is deleted in its entirety. The terms, conditions, and provisions set forth in Paragraph 1 shall have no force or effect on the Property.

2. Except as expressly provided for in this First Amendment, each and every one of the remaining 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.
3. 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.

(Remainder of page intentionally left blank)

EXECUTED this the _____ day of _____, 2023.

OWNER:

Waller Creek Owner, LLC,
a Delaware limited liability company

By: Waller Creek JV LLC
a Delaware limited liability company
its sole member

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____,
_____ of Waller Creek JV LLC, a Delaware limited liability company, the sole member
of Waller Creek Owner, LLC, a Delaware limited liability company, 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 ____ ____, 2023.

[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 ____ ____, 2023.

[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