

**AMENDMENT OF RESTRICTIVE COVENANT
FOR
ZONING CASE NO. C14-85-288.166**

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

Address: 151 South 1st Street, Suite 200, Austin, Texas 78704

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 valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

and Amended under
Document No.
2010095372 of the
Official Public Records
of Travis County, Texas

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") 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 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:

1. Paragraph No. 1 of the Restrictive Covenant is deleted in its entirety and the following provisions are substituted in its place.

New Section 1(C). The Property may be developed up to a floor-to-area ratio of 1.0 to 1.0 for a residential use, 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.
- d. Achieve a minimum one-star rating under the Austin Energy Green Building Program.
- e. A minimum of 4 public EV charging spaces must be provided on-site.
- f. Invasive species will be managed by best practices prescribed in the City of Austin Invasive Species Management Plan that results in less than 5% of cover of any particular invasive species.

SEE NEXT PAGE FOR CONTINUATION

- g. Development will comply with Austin Energy Green Building ST7 Light Pollution Reduction criteria.
- h. Development will comply with Austin Energy Green Building STEL5 Bird Collision Deterrence criteria.

1 (A). The Property may be developed up to a floor-to-area ratio of 0.5 to 1.0 for an office use, provided that the Property is developed in accordance with the following standards:

- a. Impervious cover is limited to 55 percent.
- b. 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.

1 (B). The Property may be developed with a religious assembly use and related administrative support, day care services and educational facilities (collectively, "Religious Assembly Use"), provided that the Property is developed in accordance with the following standards:

- a. 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.
- b. It is expressly acknowledged that the standards described in subparagraph (a) and (c) in Section 1(A) above shall not apply to a Religious Assembly

See new Section 1(C) above

~~1(C)~~ ^(D) If the Property is developed for any use permitted under the Restrictive Covenant other than office use, ^{or residential use} as described in 1(A) ^{and 1(C)} above, the Property shall be limited to a maximum floor-to-area ratio of 0.25 to 1.0.

2. Paragraph 3 of the Restrictive Covenant is modified to add multi-family residential as a permitted use of the Property.

3. ~~The following uses are prohibited uses of the Property and are removed from the list of permitted uses set forth in Paragraph 3 of the Restrictive Covenant:~~

- | | |
|--------------------------------------|--------------------------------------|
| Agricultural sales and services | Building maintenance services |
| Business support services | Construction sales and services |
| Service station | Custom manufacturing |
| Limited warehousing and distribution | General warehousing and distribution |
| Maintenance and service facilities | Railroad facilities |

4. ~~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 and shall apply to a Religious Assembly Use, including without limitation, the impervious cover provisions contained in Paragraph No. 2 of the Restrictive Covenant.~~

5. ~~The City Manager, or his designee, shall execute, on behalf of the City, this Amendment for Zoning File No. C14-85-288.166, 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 21st day of June, 2010

OWNER:

Los Indios Ventures, Inc., a Texas corporation

By: *Tim Jamail*
Tim Jamail, President

CITY OF AUSTIN:

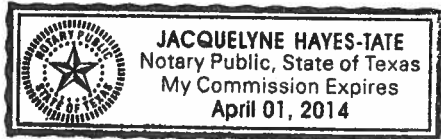
By: *Sue Edwards*
Sue Edwards,
Assistant City Manager,
City of Austin

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
City of Austin

THE STATE OF TEXAS :
:
COUNTY OF TRAVIS :

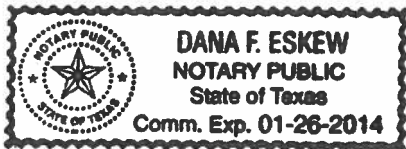
This instrument was acknowledged before me on this the 14th day of JUNE, 2010 by Tim Jamail, President of Los Indios Ventures, Inc., a Texas corporation, on its behalf.



Jacquelyne Hayes-Tate
Notary Public, State of Texas

THE STATE OF TEXAS :
: :
COUNTY OF TRAVIS :

This instrument was acknowledged before me on this the 28 day of June, 2010, by Sue Edwards, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.



Dana F. Eskew
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088
Attn: Diana Minter, Paralegal

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 01, 2010 04:44 PM

2010095372

FERGUSONLL: \$28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRAVIS COUNTY CLERK
P.O. BOX 149325
AUSTIN, TX 78714-9325
(512) 854-9188

ISSUED TO:
LOS INDIOS VENTURES INC LOS

RECEIPT # 55892
DATE 07/01/2010 04:44:41 PM

DOCUMENT # PGS FEE

2010095372 4
OTHER 28.00

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Total Amount Due	28.00
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CHECK 2490	28.00
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Total Payment	28.00
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HAVE A NICE DAY
INDEXES AVAILABLE
[HTTP://DEED.CO.TRAVIS.TX.US](http://deed.co.travis.tx.us)
DANA DEBEAUVOIR
COUNTY CLERK
Deputy: FERGUSONLL