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MPC

SECOND AMENDMENT OF RESTRICTIVE COVENANT
FOR
ZONING CASE NO. C14-95-0183

Owner: Austin Ly and Nguyen, L.P., a Texas limited partnership

Address: 8115 Altoga Drive, Austin, Texas 78724

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.

WHEREAS, Ridge Investors Limited, a Texas limited partnership, as owner of all that certain property described in Zoning File No. C14-95-0183, consisting of approximately 130 acres of land (the "Original Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 12791, Page 739, (the "Restrictive Covenant") imposed certain restrictions and covenants on the Original 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, the Restrictive Covenant was amended under Document No. 2007223714 ("First Amendment") by Austin Ly and Nguyen, L.P., a Texas limited partnership, the current owner (the "Owner"), as to approximately 18.9 acres (also identified as Tracts 4 and 6) of the Original Property, the 18.9 acres being more particularly described by metes and bounds (the "18.9 Acre Property") in the First Amendment.

WHEREAS, the Original Property was subject to recommendations contained in a memorandum (the "Memorandum") dated September 16, 1996, from the Transportation Review Section of the Department of Review and Inspection (now known as the Watershed Protection and Development Review Department), and made a part of the Restrictive Covenant.

WHEREAS, the Owner desires to further amend the Restrictive Covenant and the Memorandum only as to the 18.9 Acre Property

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended as to the 18.9 Acre Property.

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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. The 18.9 Acre Property is not subject to the Restrictive Covenant and the Memorandum. The terms and provisions of the Restrictive Covenant and the recommendations of the Memorandum do not apply to the 18.9 Acre Property and are no longer binding on the 18.9 Acre Property.
2. Except as expressly provided for in this Second Amendment of Restrictive Covenant ("Second Amendment"), each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall continue on the remaining property in full force and effect on and after the effective date of this Second Amendment.
3. The City Manager, or her designee, shall execute, on behalf of the City, this Second Amendment for Zoning File No C14-95-0183, as authorized by the City Council of the City of Austin. The Second Amendment of Restrictive Covenant shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this the 22 day of January, 2008.

OWNER:

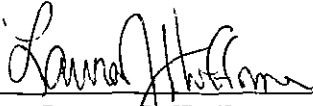
**Austin Ly and Nguyen L.P.,
a Texas limited partnership**

By: Ly and Nguyen Partners, LLC,
a Texas limited liability company
its General Partner

By: 

Kevin Nguyen,
its Authorized Agent

CITY OF AUSTIN:

By: 
**Laura J. Huffman,
Assistant City Manager,
City of Austin**

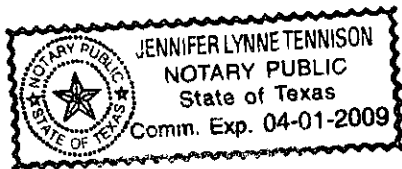
THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 17 day of January, 2008, by Kevin Nguyen, as Authorized Agent of Ly and Nguyen Partners, LLC, a Texas limited liability company, General Partner of Austin Ly and Nguyen, L.P., a Texas limited partnership, on behalf of the limited liability company and the limited partnership.



Jennifer Tennison
Notary Public, State of Texas

THE STATE OF TEXAS

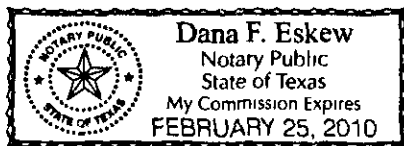
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 22 day of January, 2008, by Laura J Huffman, 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

2008 Jan 30 03 11 PM 2008014599

GONZALES \$24 00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS