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

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.

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, provided that the Property is developed in accordance with the following standards:

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.

2. 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

3. 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.

4. 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 _____ day of _____, 2010

OWNER:

Los Indios Ventures, Inc., a Texas corporation

By:_____
Tim Jamail, President

CITY OF AUSTIN:

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

THE STATE OF TEXAS :
:
COUNTY OF TRAVIS :

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

_____
Notary Public, State of Texas

THE STATE OF TEXAS :
:
COUNTY OF TRAVIS :

This instrument was acknowledged before me on this the _____ day of _____, 2010, 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: Diana Minter, Paralegal