

Restrictive Covenant Correction Affidavit

**STATE OF TEXAS
COUNTY OF TRAVIS**

Recitals:

This Restrictive Covenant Correction Affidavit ("the Affidavit") is being recorded pursuant to Section 5.028 of the Texas Property Code to correct a clerical error in the lot number of the legal description on the original instrument, attached as Exhibit A to this Affidavit ("the Restrictive Covenant"). The legal description should correctly read:

Lot 49, Block W, Buckingham Estates Phase IV Section 'D' subdivision, a subdivision in Travis County, Texas, as recorded in Volume 84, Pages 134B-134C of the Plat Records of Travis County, Texas.

Other than the stated correction of the lot number, this Affidavit is intended to restate in all respects the Restrictive Covenant, and the effective date of this Affidavit relates back to the effective date of the Restrictive Covenant.

The Affiant, by signing this Affidavit represents that the Affiant has personal knowledge of the facts relevant to the correction of the original recorded Restrictive Covenant, and that the legal description listed on the Restrictive Covenant included a typographical error. The Affiant certifies that notice has been provided to the parties to the original instrument pursuant to Section 5.028(d)(2) of the Texas Property Code.

{ Remainder of page intentionally left blank }

IN WITNESS WHEREOF, Owners have caused this instrument to be executed
on _____, 20_____.

AFFIANT:

By: _____
Yuh-Jaan Wey

By: _____
Yecu-Chyn Wey

CITY OF AUSTIN:

By: _____
Joe Pantalion
Interim Assistant City Manager
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by _____ Yuh-Jaan Wey.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by _____ Yecu-Chyn Wey.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2018, by Joe Pantalion, as Interim Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

Notary Public, State of Texas

ORIGINAL
FILED FOR RECORD

FILE COPY

ORIGINAL

Zoning Case No. C14-2015-0163

RESTRICTIVE COVENANT

OWNER 1: Yuh-Jaan Wey

ADDRESS: P.O. Box 200546, Austin, Texas 78720-0546

OWNER 2: Yecu-Chyn Wey

ADDRESS: P.O. Box 200546, Austin, Texas 78720-0546

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: Lot 44, Block W, Buckingham Estates Phase IV Section 'D' subdivision, a subdivision in Travis County, Texas, as recorded in Volume 84, Pages 134B-134C of the Plat Records of Travis County, Texas (the "Property").

WHEREAS, the Owner (the "Owner", whether one or more), of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. The use of gated access is prohibited on the Property.
2. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.

EXHIBIT A

4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may 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, and (b) by the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 26th day of July, 2016.

OWNER:

Yuh-Jaan Wey, an individual

By: 


Yuh-Jaan Wey

Yecu-Chyn Wey, an individual

By: 

Yecu-Chyn Wey

APPROVED AS TO FORM:



Assistant City Attorney
City of Austin

THE STATE OF TEXAS

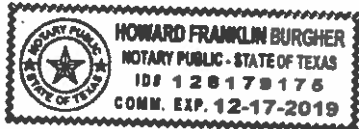
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 26th day of July, 2016, by Yuh-Jaan Wey.



HF. Burgher
Notary Public, State of Texas

THE STATE OF TEXAS

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§

COUNTY OF TRAVIS

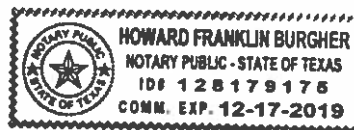
§

This instrument was acknowledged before me on this the 26th day of July, 2016, by Yecu-Chyn Wey.

HF. Burgher

Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: M. Thompson, Paralegal



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 24, 2016 02:16 PM 2016139766

RAMIREZA: \$34.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

AFTER RECORDING, RETURN TO:

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: C. Curtis, Paralegal