

ZAP VERISON

2-1

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS
DAVENPORT RANCH WEST PLANNED UNIT DEVELOPMENT
Section Four; City of Austin Case NO. C814-88-0001**

Owner: The Protestant Episcopal Church Council of the Diocese of Texas

Address: 2900 Bunny Run, Austin, Texas 78746

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, The Protestant Episcopal Church Council of the Diocese of Texas (the "Owner"), as owner of approximately 31.844 acres of land (the "Owner's Property"), located in the Davenport Ranch West planned unit development, (the "Davenport PUD"), wishes to amend the Restrictive Covenants being more particularly described in Volume 10909, Page 1658, recorded in the Real Property Records of Travis County, Texas, (the "Restrictive Covenants"), which impose certain restrictions and covenants on the Davenport PUD.

WHEREAS, the Owner's Property is more particularly described by metes and bounds in Exhibit "A", incorporated into this amended covenant;

WHEREAS, the Owner of the Property, on the date of this First Amendment to Restrictive Covenants (the "Amendment") desires to amend the Restrictive Covenants as to the Owner's Property only.

WHEREAS, the City Council and the Owner agree that the Restrictive Covenants should be amended as to the Owner's Property only.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements hereinafter set forth, the City of Austin and the Owner agree as follows:

1. Article 1.10 of the Restrictive Covenants is amended as follows:

Only condominium uses are permitted on Block D, Lot 1 and Block E, Lot 16 of Owner's Property.

2. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenants, as set forth in the Restrictive Covenants, shall continue in full force and effect on and after the effective date of this Amendment.

3. The City Manager, or her designee, shall execute, on behalf of the City, this First Amendment to Restrictive Covenants for Zoning File No. C814-88-0001, as authorized by the City Council of the City of Austin. This First Amendment to Restrictive Covenants shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this _____ day of _____, 2005.

OWNER:

**The Protestant Episcopal Church
Council of the Diocese of Texas**

By: _____
Robert J. Biehl, Assistant Secretary

CITY OF AUSTIN:

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

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2005, by Robert J. Biehl, Assistant Secretary, of The Protestant Episcopal Church Council of the Diocese of Texas, on behalf of the church council.

Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on this the _____ day of _____, 2005, by Laura J. Huffman, 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
Attn: Diana Minter, Paralegal