



AMENDMENT OF RESTRICTIVE COVENANT
FOR
ZONING CASE NO. C814-89-0006.03

Owner: Champion Ladera, LLC, a Texas limited liability company

Address: 8401 N. Central Expressway, Suite 410, Dallas, Texas 75225

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, FM 2222/Jester, L.P., a Texas limited partnership, as owner of all that certain property described in Zoning File No. C814-89-0006.03, consisting of approximately 142 acres of land (the "Original Property") that includes Lots 2, 3, and 4, Block A, Canyon Ridge Phase B Subdivision, in Travis County (the "Property"), as more particularly described in the restrictive covenant recorded in the Official Public Records of Travis County, Texas, in Document No. 2006143643, (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 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 at the time of such modification, amendment or termination.

WHEREAS, Champion Ladera, LLC, a Texas limited liability company, 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.

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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 following provision is added as Number 11 in the Restrictive Covenant and the subsequent paragraphs shall be renumbered.

No food service establishment shall be permitted on the Property which offers drive-in or drive-through window service, or is affiliated with a chain of food service establishments which typically offer drive-in or drive-through window service. There can be no more than three food service establishments located on the Property, with a total maximum square footage of 6,500 square feet, which do not offer table service and do not serve beer and/or wine beverages.

Table service is defined to mean:

Full table service, meaning that wait staff takes orders at the dining tables and delivers those orders to patrons at the tables and food is presented to patrons in non-disposable containers, or

Partial table service, meaning that orders are placed at the counter and those orders are delivered by the wait staff to patrons at the dining tables and food is presented to patrons in non-disposable containers, or

Cafeteria service, meaning that patrons make food selections from food serving facilities along the serving line where selected items are served to patrons immediately in non-disposable containers.

A food service establishment offering table service may provide take-out orders in disposable containers, provided that the take-out business is an ancillary activity.

2. 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.
3. The City Manager, or her designee, shall execute, on behalf of the City, this Amendment of Restrictive Covenant for Zoning File No. C814-89-0006.03, as authorized by the City Council of the City of Austin. The Amendment of Restrictive Covenant shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this the 15th day of December, 2006.

OWNER:

**Champion Ladera, LLC,
a Texas limited liability company**

By: Champion Partners Group, Ltd.,
a Texas limited partnership,
its manager

By: Champion Partners Group GP, LLC,
a Texas limited liability company,
its general partner

By: Steve Modory
Steve Modory,
Vice President

CITY OF AUSTIN:

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

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 14th day of December, 2006, by Steve Modory, Vice President of Champion Partners Group GP, LLC, a Texas limited liability company, General Partner of Champion Partners Group, Ltd., a Texas limited partnership, Manager of Champion Ladera, LLC, a Texas limited liability company, on behalf of the companies and partnership.

Melissa Williams
Notary Public, State of Texas

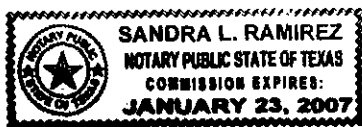
M Williams

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 15th day of December, 2006, by Laura J. Huffman, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.



Laura J. Huffman
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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Dec 18 03:17 PM 2006240648

CORTEZY \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

RCA- Champion Ladera-Canyon Ridge PUD