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
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: [Signature]

Yuh-Jaan Wey

Yecu-Chyn-Wey, an individual

By: [Signature]

Yecu-Chyn Wey

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
City of Austin
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 25th day of July, 2016, by Yuh-Jaan Wey.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

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

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
RAHIREZA: $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