

#2
C8-85-153.1

Woe

RESTRICTIVE COVENANTS

FOR

2000

227947

15.00 RTEA
1 04/21/86

THE ENCLAVE AT SHADY HOLLOW

04 05 7652

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Declarant is the owner of that certain real property in Travis County, Texas, described as follows:

The Enclave at Shady Hollow, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Plat Book 86, Page 133D of the Plat Records of Travis County, Texas.

WHEREAS, Declarant will convey the above described properties subject to certain restrictions as hereinafter set forth; and

WHEREAS, the City of Austin has imposed certain restrictions as a condition of subdivision plat approval under the Subdivision Ordinance of the City Code;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following restrictions for the purpose of complying with Section 13-3-542(c) of the Subdivision Ordinance, City Code, which restriction shall run with the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, their heirs, successors and assigns, and which restriction shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.01 Assessment. "Assessments" shall mean assessments of the Enclave at Shady Hollow Homeowners' Association.

1.02 Association. "Association" shall mean and refer to the Enclave at Shady Hollow Homeowners' Association (ESHHA).

1.03 Board. "Board" shall mean the Board of Directors of the Association.

REAL PROPERTY RECORDS
Travis County, Texas

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Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.
Witness my hand and seal of office on
MAY 21 1991
By Deputy
Glenn Brunson
Glenn Brunson

1.04 Building Site. "Building Site" shall mean and refer to that portion of any of the above defined Lots within: (1) the front and side building setback lines, and (2) any area established upon such subdivision plat upon which any residential improvement is to be built.

1.05 Declarant. "Declarant" shall mean Randy Morine Development, Inc., and their duly authorized representatives or their successors and assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.06 Declaration. "Declaration" shall mean this instrument and as it may be amended from time to time.

1.07 Lot. "Lot" or "Lots" shall mean any unit or units of land within this Property which are subdivided into legal lots pursuant to a recorded subdivision plat.

1.08 Member. "Member" or "Members" shall mean any one or more persons who are members of the Association.

1.09 Mortgage. "Mortgage" shall mean any mortgage or deed of trust given to secure the payment of a debt.

1.10 Notice and Hearing. "Notice and Hearing" shall mean ten (10) days written notice and a hearing by the Board at which the person to whom notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

1.11 Owner. "Owner" or "Owners" shall mean the person or entity including Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include the Beneficiary of a Mortgage.

1.12 Property. "Property" shall mean all lots within the Enclave at Shady Hollow Subdivision described above.

1.13 Subdivision Ordinance. "Subdivision Ordinance" shall mean chapter 13-3, The Code of the City of Austin.

ARTICLE II

The Association

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

Glenn Brunson

MAY 21 1991

2.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.02 Voting, Officers, Board of Directors, Procedures. All matters in running the Association shall comply with Roberts' Rules of Order (Revised). Each Owner(s) of a Lot is entitled to one vote.

2.03 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

A. Repair and maintain the sedimentation pond and drainage swale and directly related appurtenances situated on Lots 1 and 4 to retain the substantial effectiveness of each design feature governed by the provisions of Subdivision Ordinance, Sec. 13-3-542a.

B. Assume collective responsibility for proper operation of design features of the sedimentation pond and appurtenances. This supplements the requirements of Sections 13-3-541 and 13-3-542 which indicates that the Owners of Lots 1 and 4 would be fully responsible for design features. Inasmuch as all Owners have benefitted from approval of the subdivision under the condition that the sedimentation pond and appurtenances be maintained, all Owners shall share a proportional amount of responsibility and cost of maintenance and repair.

C. The Owners of Lots 1 and 4 shall cut the vegetation in the sedimentation pond and drainage swale and keep it free of debris and other materials or fences that may obstruct free flow of stormwater runoff. The Association, sharing responsibility for the effectiveness of the pond, shall insure this routine maintenance is

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Dana DeBeauvoir, County Clerk

By Deputy

Glenn Brunson

Glenn Brunson

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

MAY 21 1991

accomplished by the Owners of lots 1 and 4 by the remedies described herein.

2.04 Right of Entry. The Owners of Lots 1 and 4 acknowledge that duly authorized inspectors of the City of Austin shall have the right of entry on the land designated as a drainage easement for the sedimentation pond and drainage swale, at reasonable times, for purposes of inspection of the maintenance required.

2.05 Enforcement. To enforce, on its own behalf and on behalf of all Owners, this Declaration, as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarant, the Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of these covenants; provided, however, that the Board shall never be authorized to expend any Association funds for the purposes of bringing suit against Declarant, his heirs, successors or assigns.

2.06 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows:

A. Assessments. To levy assessments as provided in Section 3.01, below. An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Section 3.01 hereof in order to raise the total amount for which the levy in question is being made.

B. Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being

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By Deputy:
Glenn Brunson

liable to any Owner, upon any portion of the Property or into any improvement thereon, for the purpose of maintaining or repairing the sedimentation pond and drainage swale on Lots 1 and 4 to conform to the restrictions herein established, at the expense of the Owner thereof, if, for any reason whatsoever, the Owner thereof fails to maintain or repair any such area as required by the Restrictive Covenants.

ARTICLE III

Assessments

3.01 Assessments. The Association shall have the authority to levy Assessments for the purpose of repairing or maintaining the sedimentation pond and drainage swale within Lots 1 and 4 and its appurtenances whenever, in their judgment, such action is needed or whenever the City of Austin requires such repairs or maintenance. The Assessment shall be uniform and proportional to each Owner, in a sum sufficient to pay such expenses and shall then be levied against all Owners as herein provided. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may levy further Assessments in the same manner as aforesaid. The Board may designate when payment is due in its sole and absolute discretion.

3.02 Unpaid Assessments as Liens. The amount of any delinquent Assessment, assessed against any Property shall be the personal obligation of the Owner of the Property against which the Assessment fell due and shall be a lien upon such Property, including any Lot and the Improvements thereon. A certificate executed and acknowledged by any member of the Board stating the indebtedness secured by such lien shall be conclusive as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

3.03 Mortgage Protection. Notwithstanding any other provision of the Restrictive Covenants, no lien created under

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Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

MAY 21 1991

Section 3.01 or under any other article of this Declaration nor any lien arising by reason of any breach of the Restrictive Covenants, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon a Lot made in good faith and for value. After the foreclosure of any such first Mortgage or after conveyance in lieu of foreclosure, such Lot shall be free from any lien for Assessments as to payments which became due prior to such foreclosure or conveyance in lieu of foreclosure, but such Lot shall remain subject to the Restrictive Covenants and shall be liable for all Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance. The voluntary sale or other conveyance of a Lot shall not affect the lien retained herein for Assessments and the grantee of such lot shall be jointly and severally liable with the grantor for all unpaid Assessments, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof.

3.04 Effect of Amendments on Mortgages. No amendment of this Declaration shall affect the rights of any Beneficiary whose Mortgage has the first and senior priority as provided in Section 3.03 and who does not join in the execution thereof, provided that such Mortgage is recorded in the real property records of Travis County, Texas, prior to the recordation of such amendment. However, after foreclosure, or conveyance in lieu of foreclosure the Property which was subject to such Mortgage or deed of trust shall be subject to such amendment.

3.05 Subordination. By subordination agreement executed by the Board, the benefits of Sections 3.03 and 3.04 above may, in the sole and absolute discretion of the Board, be extended to a Beneficiary not otherwise entitled thereto if the Board deems such action to be appropriate.

ARTICLE IV

Amendment and Enforcement

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4.01 This Covenant may be modified, amended or terminated only by a majority vote of a quorum of the members of the City Council of the City of Austin, or such other governing body as may succeed the Council, and joined by the then Owner(s) of fifty-one percent (51%) of the above described Property Owners at the time of such modification, amendment or termination.

4.02 If any persons, person, corporation or entity of any other character shall violate or attempt to violate the foregoing covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity from violating or attempting to violate such covenant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 20th of JANUARY, 1986.

RANDY MORINE DEVELOPMENT, INC.

By: [Signature]
Randy Morine, President

ATTEST:

[Signature]
Walter G. Darbyshire, Jr.
Secretary

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBevoise, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on **MAY 21 1991**
Dana DeBevoise, County Clerk
By Deputy: [Signature]
Glenn Brunson

BEFORE ME, the undersigned authority, on this day personally appeared Randy Morine, President of Randy Morine Development, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

NOTARY SEAL

[Signature]
Notary Public in and for the State of Texas
My commission expires: [Signature]
[Signature]
70-1-89

RECORDED 1040

*City of Austin
Approved*

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

APR 21 1986



Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on

MAY 21 1991



Dana DeBeauvoir, County Clerk
By Deputy: *Glenn Brunson*
Glenn Brunson

TRAVIS COUNTY, TEXAS
COUNTY CLERK

Dana DeBeauvoir

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE ENCLAVE
AT SHADY HOLLOW 2000 227948

45.00 RTEA
1 04/21/86

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS)

THAT WHEREAS, RANDY MORINE DEVELOPMENT, INC., a Texas corporation, hereinafter called the Declarant, the owner of all that certain real property located in Travis County, Texas, described as follows:

The Enclave at SHADY HOLLOW (the Enclave) in Travis County, Texas, according to the map or plat thereof, recorded in Book _____, Page _____, of the Plat Records of Travis County, Texas; and

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. -- "Association" shall mean and refer to SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

REAL PROPERTY RECORDS
Travis County, Texas

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
MAY 21 1991

Section 3. "Property or Properties" shall mean and refer to that certain real property to include SHADY HOLLOW Sections 1 through 6, and the Enclave, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties.

Section 5. "Conservation Easement" shall mean and refer to those areas of land reflected on the lots within any recorded subdivision plat and intended to be devoted to conservation of the natural and traditional characteristics of the Property within the easement. Activity of whatever nature resulting in major alterations of the natural and traditional characteristics of the Property requires review and approval by the Architectural Control Committee, unless the activity is necessary to prevent damage to public health, welfare, and safety.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas.

Section 7. "Declarant" shall mean and refer to RANDY MORINE DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

POWER IN DECLARANT

Section 1. Changes in Boundaries. The Declarant reserves the right to make such changes in the boundaries of Lots not sold to others as it deems advisable, provided that such changes shall not unreasonably or substantially adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by persons other than the Declarant, and provided that Declarant complies with all provisions of any applicable law or ordinance.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.
Witness my hand and seal of office on



MAY 21 1991
Dana DeBeauvoir, County Clerk
Deputy:
Glenn Brunsen

Section 2. Adding and Removing Property Owned by Declarant.

Declarant reserves and shall at all times have the right to add or to remove from the provisions of this Declaration, or to plat or replat the boundaries or dimensions of any Lot or other Property owned by Declarant, and may increase or decrease or change the size, shape, or dimensions of any Lot or other Property owned by Declarant, subject to maintaining the maximum number of Lots in the Enclave at SHADY HOLLOW as reflected on the plat; and may designate the Lots or other Property owned by Declarant which shall and shall not be entitled to the use and enjoyment of any of the Common Areas and other privileges, subject to the obligations of this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association or other authorized entity to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3)

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of the Association members agreeing to such dedication or transfer has been executed and recorded;

(d) the right of the Association, in accordance with its Articles of Incorporation and Bylaws or another authorized entity, to borrow money for the purpose of improving the Common Areas and facilities and, in aid thereof, to mortgage said Common Areas and the rights of such mortgage in such Common Areas shall be subordinate to the rights of the homeowners hereunder.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Owner's Use. Owner's use of their Lots and the Common Areas are subject to the provisions of the articles herein regarding common scheme restrictions, architectural control, exterior maintenance, and all other articles herein.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Plan II. Plan II membership shall be mandatory for all residents. Members shall be entitled to one (1) vote for each Lot owned. Plan II members will be entitled to use all recreational facilities, including the swimming pool, in the Common Areas. The Association shall establish the annual dollar assessments. Thereafter, annual assessments may be increased by the Board of Directors of the Association up to seven percent (7%) per year automatically. Annual assessments above this amount will require a vote of two-thirds (2/3) of the Plan II members. Plan II membership dues shall be paid to the Association.

Plan III. Plan III membership shall be all persons, excluding Declarant, owning unimproved Lots. These members shall pay ONE AND NO/100 DOLLAR (\$1.00) per month per Lot, until the house is constructed and sold and shall have no voting rights. However, no single builder

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shall be required to pay in excess of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per month.

Section 3. Notwithstanding the above, the Board of Directors of the Association reserve the right to establish annual assessments for the day to day operations of the swimming pool.

Section 4. When more than one (1) person, with the exception of Declarant, holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be case with respect to any Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed to each Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) monthly assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (c) the monthly and special assessments, together with interest, costs, and reasonable attorneys' fees shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due.

Section 2. Purpose of Monthly Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Areas.

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Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
Glenn Brunson

Section 3. Purpose of Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent evidenced by signatures on an appropriate resolution, of two-thirds (2/3) of the members who are voting in person or by written proxy at a special meeting duly called for this purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot by the Developer. This first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, subject to the limitations in Article IV, Section 2 and Section 3 herein, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be annual unless otherwise established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid on the date when due shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the Property which shall, to the full extent permitted by law, bind such property in the

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Dana DeBeauvoir, County Clerk

Glenn Brunson

hands of the then Owner, his heirs, devisees, personal representative, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of ten percent (10%) per annum, and the Association may accelerate and declare immediately due and payable the next eleven (11) ensuing monthly assessments and may either

- (a) bring a personal action at law against the Owner obligated to pay the same, or
- (b) foreclose the lien against the property, or
- (c) both;

in any event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Lot Owner from his personal obligation and liability therefor.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) all property dedicated and accepted by any governmental entity or political subdivision and/or devoted to public use;
- (b) all Common Areas as defined in Article I, Section 4, hereof;

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

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Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
Glenn Brunson

(c) all additional Common Areas which may be acquired through annexation.

Section 9. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Lots, or from any action taken to comply with any law, ordinance, or order of a governmental entity or political subdivision.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committees will be established on a section by section basis. Each Section's Architectural Control Committee shall be composed of a minimum of three (3) members. However, in all cases, one of the three (3) members of each Section's initial Architectural Control Committee will be a homeowner in SHADY HOLLOW nominated by the officers of the Association from an adjacent developed section within SHADY HOLLOW, and approved by Declarant. Upon the sale of ten (10) of the houses in each new section, the Declarant will replace the original neighborhood representative with a homeowner in that section to serve on the Architectural Control Committee from a list of nominees furnished by the officers of the Association and approved by Declarant as one of the three (3) members of the Architectural Control Committee. Upon the completion and sale of ninety percent (90%) of the homes in a section, the homeowners of that section shall elect the remaining two (2) members of that section's Architectural Control Committee. Thereafter, the Declarant waives all rights to terminate or assign responsibilities in regard to the Architectural Control Committee or to diminish its responsibility.

In reference to the above appointment to Architectural Control Committees, the Association will also designate an alternate representative to serve as a substitute member when the designated representative is unable to attend meetings. The alternate representative will be nominated by the officers of the Association and, until the sale of ninety percent (90%) of the homes in a

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Dana DeBeauvoir, County Clerk

Glenn Brunson
Glenn Brunson

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Section, must also be approved by Declarant. The Architectural Control Committee will take no action until after all members, or their designated alternates, are appointed.

Section 2. Approval of Plans and Specifications. No building, fence, pool, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alternation therein, be made, nor shall any site grading plan or overall landscape plan be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and any effect such changes will cause to the drainage of the lot shall have to be submitted to, and unanimously approved in writing by, the Architectural Control Committee as to restrictions of design and to location in relation to surrounding structures and topography. In the event the Architectural Control Committee rejects plans, the rejection must be in writing setting out why the plans are denied specifically stating remedies required to bring the plans into full compliance. The plans must be approved after the applicant implements the stated remedies.

Section 3. A minimum of two (2) members of the Architectural Control Committee must be present to constitute a quorum before accepting or rejecting plans. Developer shall give Association members of the committee at least ten (10) days written notice of any committee meeting.

Section 4. Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to unanimously approve or reject such plans and specifications for a period of ten (10) days following such submission, approval by the Committee shall not be required, and full compliance with this article shall be deemed to have been met.

Section 5. Records. The Association shall maintain permanent written records of all Architectural Control Committee actions. These records will be available for inspection at reasonable times upon request.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

MAY 21 1991

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ARTICLE VII

MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

Section 1. Common Areas. The Association shall maintain the lands and improvements of all Common Areas as provided in this Declaration.

Section 2. Easement. The Association is hereby granted a reasonable easement of use and right-of-way on all Lots adjacent to the common areas in order to maintain the lands and improvements of all Common Areas, and entry on a Lot for such purpose shall not be deemed trespass.

Section 3. Willful or Negligent Acts. In the event that the need for maintenance or repair to the Common Areas is caused through the willful or negligent act of any Owner, his family, guests, or invitees, the Association shall add the cost of such maintenance or repairs, as a special assessment, to the normal assessment of such Owner.

ARTICLE VIII

LAND USE CLASSIFICATIONS

PERMITTED USES AND RESTRICTIONS

For and in consideration of the mutual benefits to the Declarant and future Owners of Lots in the Enclave at SHADY HOLLOW, the following restrictions are hereby imposed on the Enclave at SHADY HOLLOW.

Section 1. General Restriction. The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence and shall have a minimum of a two (2) and a maximum of three (3) car garage. No Lot may be used as an apartment house, double house, flat, lodging house, hotel or for any business purposes.

Section 2. Minimum Floor Area and Exterior Walls. Any single family dwelling constructed on said Lots must have a totally heated and air conditioned floor area of not less than one thousand six hundred (1,600) square feet for a one (1) story residence, and one thousand eight hundred fifty (1,850) square feet for a two (2)

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Dana DeBeauvoir, County Clerk

Glen Brunson
Glen Brunson

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story residence, exclusive of open or screened porches, terraces, patios, driveways, and garages, unless adjusted or waived by the unanimous consent of the Architectural Control Committee. Provided however, outside walls on houses abutting on Lots 4 and 16 will be one hundred percent (100%) masonry on the ground level. All exterior ground floor walls, including garage walls of the dwellings in the subdivision, shall consist of not less than seventy five percent (75%) masonry construction unless adjusted or waived by the unanimous consent of the Architectural Control Committee. All roofs of the dwellings in the subdivision shall be constructed of shingles composed of wood, tile, slate, or dark brown or dark gray composition shingles of not less than two hundred forty (240) pounds unless, in the opinion of the Architectural Control Committee, some other building material of comparable quality would be more suitable.

Section 3. Setbacks. No building shall encroach beyond the building setback lines as shown on the recorded plat, and all side or rear lot lines shall be not less than seven and one-half (7 1/2) feet unless adjusted or waived by unanimous consent of the Architectural Control Committee. For the purpose of this covenant, eaves, steps, sidewalks, and driveways shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

Section 4. Noxious or Offensive Activities Prohibited. No property within the Enclave shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together, is of such concentration and of such duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the use and enjoyment of the property.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

Glenn Brunson

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Section 5. Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, garage, storage building or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Storage buildings may be kept only on lots having a six-foot privacy fence and shall not be visible from the street. The height of the storage building shall not exceed the height of the privacy fence by more than six inches.

Section 6. Signs. No signs of any character shall be allowed on any Lot except one (1) sign of not more than five (5) square feet advertising the Property for sale or rent; however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain signs provided such sign's style, size and design are approved by the Architectural Control Committee.

After all the Lots have been sold and houses constructed thereon, no signs shall be permitted except the above-mentioned "property for sale or property for rent" signs without the specific written approval of the Architectural Control Committee.

Section 7. Oil Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Section 8. Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection. All incinerators, or other equipment for the storage and disposal of such materials, shall be kept in a clean and sanitary condition.

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



MAY 21 1991
Dana DeBeauvoir, County Clerk

By *Glenn Brunson*
Glenn Brunson

Section 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than a total of four (4) dogs and/or cats over the age of six (6) months shall be kept on or at a single residential premises. All dogs must be under active restraint when off of the premises of the owner.

Section 10. Fences, Walls, and Utility Meters. No fence, wall, or utility meter shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. No barbed wire, wire or "chain link" fence shall be permitted along any Lot within the subdivision. The existing chain link fence around the entire boundary shall be removed. However, chain link fences for domestic animals will be permitted if completely enclosed by a privacy fence and not placed within the setback line on any side of the Lot. All other fences permitted shall be of a standard size of no less than six (6) feet in height nor greater than ten (10) feet in height.

Section 11. Shrubs and Trees. No shrubs or tree planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five (25) feet from their intersection or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curblines and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level.

Section 12. Trucks, Buses, Automobiles and Trailers. No truck, bus, or trailer shall be left parked in the street in front

I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

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MAY 21 1991

Glenn Brunson

of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity; and no truck, bus, boat, trailer or recreational vehicle shall be parked on the driveway or any portion of the Lot unless enclosed by a privacy fence as defined in Article VIII, Section 10. No abandoned automobile, or automobile without a current inspection sticker or license plates, shall be permitted to remain on any Lot or in front of any Lot.

For purposes of this section,

...An inoperable vehicle is any motor vehicle which for a period of time in excess of seventy-two (72) hours:

a. Has no license plates or has license plates which have been expired for more than ninety (90) days; or,

b. Has no motor vehicle safety inspection sticker or has a motor vehicle inspection safety sticker which has been expired for more than ninety (90) days; or,

c. Cannot be started, driven, operated, steered and stopped, legally under the laws of the State of Texas in a public right-of-way, under its own power and without causing damage to the vehicle, because of mechanical failure, breakdown, or because it has been wrecked, dismantled, or partially dismantled.

Provided, however, that a vehicle shall not be considered inoperable where a maximum total of two (2) vehicles owned by the occupant(s) of a residence are under repair for a period of time not to exceed sixty (60) days. In addition, no vehicle shall be considered inoperable where a maximum total of two (2) such vehicles are stored at the owner's place of residence as an antique or recreational vehicle; furthermore, provided however, that all such antique or recreational vehicles and any related outdoor storage area(s) are maintained in such a manner that they do not constitute a health hazard or an attractive nuisance and are screened from ordinary public view in an enclosed building or by means of a privacy fence.

The maximum number of vehicles allowed per household shall be four (4), or one (1) per licensed driver whichever is greater. Parking of all vehicles shall be restricted to street frontage, driveways, garages, and fence enclosed yard areas.

Section 13. Antennas or Transmitters. Erection of antennas requires approval by the Architectural Control Committee.

Section 14. Swimming Pools. No above-ground swimming pools will be allowed.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
Glenn Brunson

MAY 21 1991

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Section 15. Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except for the construction and maintenance of any model homes or sales offices in connection with the initial construction and sale of houses in the subdivision.

Section 16. Adjustment or Waiver. Any adjustment or waiver of these covenants, conditions, and restrictions by the Architectural Control Committee is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision.

Section 17. Improvements and Alternations. No improvements, alterations, repairs, excavations, or other work which in any way alters the exterior appearance of any Lot within the Enclave, or the improvements located thereon, from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in this Declaration. No building or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Control Committee or any committee established by the Architectural Control Committee for the purpose.

Section 18. Maintenance of Lawns and Plantings. Each Owner of a Lot within the Enclave shall keep all shrubs, trees, grass and plantings of every kind on his Property, including setback areas, planted areas between adjacent sidewalks and street curb, if any, and any other area located between the boundary line of his Property and the street or other Property (public or private) on which such Owner's Property abuts, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any other area as to which Declarant or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of forty-five (45) days, the

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Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy

Glenn Brunson

MAY 21 1991

Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner to plant, replace, maintain, and cultivate shrubs, trees, grass, or other plantings located thereon (at cost to the Owner).

Section 19. Restrictions on Further Subdivision. No Lot in the Enclave at SHADY HOLLOW may be further subdivided into two (2) or more smaller lots or parcels for the purpose of increasing density. However, Lot lines and easements may be altered in the event an owner of two properties wishes to dissolve a Lot line in order to increase the size of the residence Lot, and in addition, easements and Lot lines may be abandoned and relocated by mutual consent of two adjoining Lot Owners provided that additional Lots are not created. All alternations of Lot lines or easement boundaries must comply with state and local rules and regulations.

Section 20. Access to Easement. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Enclave recorded in the Plat Records of Travis County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

Section 21. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents of structures, improvements, or signs necessary or convenient to the development, identification, or sale of property within the Enclave. Declarant will give the Association Board of Directors prior notice of implementation under this Section.

ARTICLE IX

PERMITTED USES AND RESTRICTIONS

COMMON AREAS

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Glenn Brunson

Glenn Brunson

MAY 21 1991

Section 1. Maintenance by Association. The Association may at any time, as to any Common Areas conveyed, leased, or transferred to it or otherwise placed under its jurisdiction, with approval of the Owners being required:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with

(i) the last plans thereof approved by the Board of Directors,

(ii) the original plans for the improvement as same existed.

(b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, parking area, and waterfront facilities.

(c) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover for the conservation of water and soil and for aesthetic purposes.

Section 2. Damage or Destruction of Common Areas by Owners.

In the event any Common Area is willfully damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost of repair shall be paid by the Owner, upon demand, to the Association and the Association may enforce collection of same in the manner provided in this Declaration for collection and enforcement of assessments.

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



MAY 21 1991
Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
Glenn Brunson

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, or any other authorized entity in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and, in aid thereof, to mortgage said Properties. In the event of a default upon any such mortgage, the lender's right hereunder shall be limited to a right, after taking possession of such Properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days from any infraction of its rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility.

ARTICLE X

GENERAL PROVISIONS

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



MAY 21 1991
Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson
Glenn Brunson

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by the written consent of two-thirds (2/3) of the Lot Owners present and voting, either in person or by written proxy. Amendments must be recorded.

Section 4. Annexation. Additional residential Property and Common areas may be annexed to the Properties with the consent of two-thirds (2/3) of Lot Owners present and voting, either in person or by written proxy of each class of members.

Section 5. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, Property Owners, the Association, the Board of Directors, or the duly authorized agents of any of them.

Section 6. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Property within the Enclave is hereby declared to be a violation of the Enclave Restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

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I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on **MAY 21 1991**
By *Glenn Brunson*
Glenn Brunson

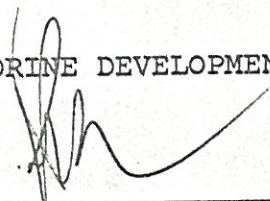
Section 7. Remedies Cumulative. Each remedy provided by the Enclave Restrictions is cumulative and not exclusive.

Section 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Enclave Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid.

Section 9. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvements and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned, by the Declarant, has executed these covenants, conditions and restrictions for the Enclave at SHADY HOLLOW on this the 27th day of JANUARY, 1986.

RANDY MORINE DEVELOPMENT, INC.

By 
Randy Morine, President
DECLARANT

To all of the foregoing, SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC., agrees and commits itself and, as evidenced thereof, has caused the execution hereof by its duly empowered officers on this Declaration.

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I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



MAY 21 1991
Dana DeBeauvoir, County Clerk
By Deputy:

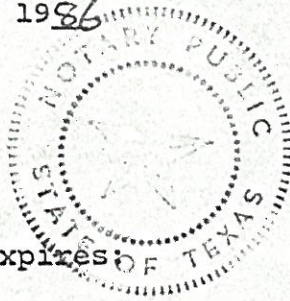
Glenn Brunson

Glenn Brunson

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared RANDY MORINE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of RANDY MORINE DEVELOPMENT, INC., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of JANUARY, 1986



Walter G. Parbshire, Jr.
Notary Public in and for the
State of Texas
WALTER G. PARBSHIRE, JR.

My commission expires

17 NOVEMBER 1989

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NOTARY SEAL

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

Glenn Brunson

Glenn Brunson

MAY 21 1991

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SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.

BY Phillip L. Johnston
PHILLIP L. JOHNSTON

PRESIDENT

Attest:

Mary K. Beard
Mary K. Beard
Secretary

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared Phillip L. Johnston, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of January, 19 86.



Julia Johnston
Notary Public in and for the State of Texas Julia Johnston

My commission expires 4/7/87

NOTARY SEAL

FILED

1986 APR 21 PM 3:06

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas on

APR 21 1986



Doris Sproch
COUNTY CLERK
TRAVIS COUNTY, TEXAS

I, Doris Sproch, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on MAY 21 1991



Glenn Brunson
By Deputy
Glenn Brunson

09659 0102

*Return to Land Des.
City of Austin
Randy M. [unclear]
4801 [unclear] Spc Bldg
Austin, TX 78758*

I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on 5-21-91



Dana DeBeauvoir, County Clerk

By Deputy:
Glenn Brunson

Glenn Brunson

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FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE ENCLAVE AT SHADY HOLLOW

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS)

WHEREAS, Randy Morine Development, Inc., a Texas corporation ("Declarant"), is the owner of all Lots in The Enclave at Shady Hollow, a subdivision in Travis County, Texas, according to the map or plat of record in Book 86, Page 133D, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Property is subject to that one certain Declaration of Covenants, Conditions and Restrictions for The Enclave at Shady Hollow, of record in Volume 9659, Page 81, Real Property Records of Travis County, Texas ("Declaration"), to which instrument and its record reference is here made for all purposes; and

WHEREAS, the Declarant desires to amend the Declaration in the manner set forth below;

NOW, THEREFORE, for and in consideration of the mutual benefit to the present and future owners of Lots within the Property, the Declarant hereby adopts, confirms, and ratifies this Amendment of Declaration of Covenants, Conditions and Restrictions for The Enclave at Shady Hollow, as follows:

1. Article VIII, Section 2, is hereby amended to read as follows:
Building Materials, Dwelling Size. All single-family dwellings shall be of recognized standard construction quality and shall be constructed of at least One Hundred percent (100%) masonry, exclusive of gabled ends, eaves, soffits, windows, and trim or other material, specifically approved in writing by the Architectural Control Committee. There shall be no masonry

REAL PROPERTY RECORDS
Travis County, Texas

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requirements on the second story of two story residences. All single-family dwellings to be constructed on Lots shall contain not less than One Thousand Eight Hundred (1,800) square feet of enclosed living space for One (1) story residences, and Two Thousand (2,000) square feet of enclosed living space for Two (2) story residences. The minimum areas of enclosed living space provided for herein shall be exclusive of porches (open or covered), decks, garages and carports. All sidewalks, patios and driveways constructed on each single-family dwelling Lot shall be pebble finished. The Architectural Control Committee may reduce these requirements based upon the quality of construction and design of the proposed improvement.

2. Article VIII, Section 11 shall be amended to add the following paragraph.
Minimum yard and landscape requirements shall include the complete and full sodding of front and sides of each single-family dwelling Lot and landscaping of front yards to include not less than Ten (10) medium size shrubs or trees roughly parallel to the dwelling.

Add new Section 22. Article VIII as follows:

Section 22. Common Driveway Easements. A common driveway easement is established between Lots 6 and 7 within The Enclave at Shady Hollow for the benefit of both owners. The dimensions of the easements shall be mutually agreed upon by the Lot owners and reflect the actual location on the ground, but shall not exceed Twenty (20) feet either side of the common Lot line. The distance back from the front of the Lots shall not exceed a line perpendicular to the common Lot line to the rear common Lot side corner of the existing garage on Lot 6. The owners shall not obstruct access within this easement and shall maintain the driveway.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 5-21-91



Dana DeBeauvoir, County Clerk
By Deputy: *Glenn Brunson*
Glenn Brunson

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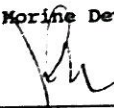
In all other respect, the Declaration is hereby ratified and confirmed.

EXECUTED this 22nd day of AUGUST, 1986.

DECLARANT:

Randy Morine Development Inc.

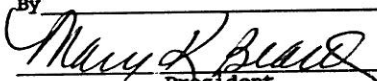
By


Randy Morine, President

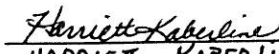
To all of the foregoing, SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC., agrees and commits itself and, as evidenced thereof, has caused the execution hereof by its duly empowered officers on this Declaration.

SHADY HOLLOW HOMEOWNERS
ASSOCIATION, INC.

By


President
MARY K. BEARD

ATTEST:


HARRIET KABERLINE
Aug. 27, 1986
Secretary

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I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on 5-21-91



Dana DeBeauvoir, County Clerk

By Deputy:


Glenn Brunson

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 5-21-91



Dana DeBeauvoir, County Clerk

By Deputy:

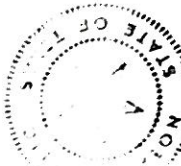
Glenn Brunson

Glenn Brunson

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared Randy Morine, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Randy Morine Development, Inc., and in the capacity therein stated.

GIVEN UNDER MY AND AND SEAL OF OFFICE, this 22nd day of August, 1986.



Walter S. Darbyshire, Jr.
Notary Public in and for the State of Texas
WALTER S. DARBYSHIRE, JR.

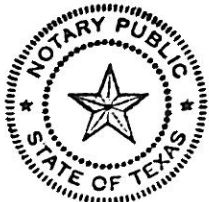
My commission expires 17 NOV 89

STATE OF TEXAS)
COUNTY OF TRAVIS)

NOTARY SEAL

BEFORE ME, the undersigned authority, on this day personally appeared MARY K. BEARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Shady Hollow Homeowners Association, Inc., and in the capacity therein stated.

GIVEN UNDER MY AND AND SEAL OF OFFICE, this 27th day of AUGUST, 1986.



E. R. Grichadovsky
Notary Public in and for the State of Texas

My commission expires 4/23/90

014encla.txt
860326

E. R. GRICHADOVSKY
COMMISSION EXPIRES 4-23-90

Return to:
Randy Morine Development, Inc.
Attn: Walt Darbyshire
4501 Spicewood Springs Road, Suite 101
Austin, Texas 78701

NOTARY SEAL

FILED

SEP 2 4 13 PM '86

Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

09057 0700

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on this date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the General RECORDS of Travis County, Texas on

SEP 2 1986

Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE ENCLAVE AT SHADY HOLLOW

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Enclave at Shady Hollow (the "Amendment") is made by the **SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), and is as follows:

RECITALS:

A. The Enclave at Shady Hollow, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 86, Page 133D et. Seq., of the Plat Records of Travis County, Texas, (the "Subdivision") is subject to the covenants, conditions and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions for the Enclave at Shady Hollow, recorded in Volume 09857, Page 0727 et seq., Real Property Records of Travis County, Texas (the "Declaration").

B. Pursuant to Article X, Section 3 of the Declaration, the Declaration may be amended by the written consent of two-thirds (2/3) of the Lot Owners present and voting, either in person or by proxy.

C. The Secretary of the Association, by his/her execution of this amendment, hereby certifies that such amendment has been consented to in writing by two-thirds (2/3) of the present and voting, either in person or by proxy, at a meeting called for the purpose of amending the Declaration in accordance with this instrument.

NOW, THEREFORE, the undersigned hereby declare and certify and hereby amend and modify the Declaration, as follows:

1. Article VIII, Section 6 is hereby deleted in its entirety and the following is substituted in its place:

Signs. No sign of any kind shall be displayed on any Lot, unless specifically approved in writing by the Board, except:


- (A) A builder who is engaged in the construction of a single-family residence upon a Lot may advertise such Lot and any improvement located thereon for sale until such time as the Lot and/or any residential structure situated thereon is conveyed from the builder to any third party;
- (B) Any Owner may display one (1) sign of not more the five (5) square feet, advertising said Owner's Lot and/or any improvement located thereon for sale or rent; and
- (C) Signs for security/alarm protection, "spirit" signs, "Yard of the Month" signs, and political signs.

The Board shall be entitled to adopt guidelines, from time to time, regulating the placement, content, size, and materials of the signs permitted pursuant to this Section. In the event the Board elects to develop guidelines as permitted in the foregoing sentence, any sign erected pursuant to this Section must also strictly comply with such guidelines.

2. Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by the Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

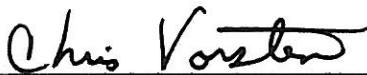
Executed to be effective this 30 day of March, 2000.

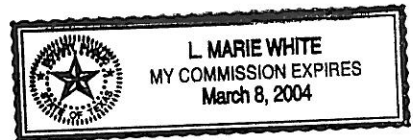
**SHADY HOLLOW HOMEOWNERS
ASSOCIATION, INC.,** A Texas non-profit corporation:


Debbie Peterson, President

**EXECUTED FOR THE PURPOSE
SPECIFIED IN RECITAL B:**

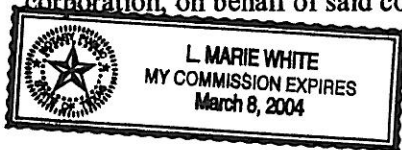
**SHADY HOLLOW HOMEOWNERS
ASSOCIATION, INC.,** a Texas non-profit corporation

 3-27-00
Chris Vorstan,, Secretary



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30 day of March, 2000, by Debbie Peterson, President of the Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation, on behalf of said corporation




Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of March, 2000, by Chris Vorstan, Secretary of the Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public Signature

(SEAL)

AFTER RECORDING RETURN TO:

Robert D. Burton
Armbrust Brown & Davis, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

FILED AND RECORDED

APR 11 2007
10:41 AM
CLERK OF COURTS
TRAVIS COUNTY
AUSTIN, TEXAS