TRV 2000018252 16 pgs

DECLARATION
OF
THE PARKE AT TRAVIS COUNTRY CONDOMINIUMS, a Condominium

ARTICLE 1
SUBMISSION: DEFINED TERMS

1.1. Submission of Real Estate MORRISON HOMES OF TEXAS, INC., a Texas corporation (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 below located in Travis County, Texas, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the building and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "Act").

1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration, the Plat (as herein defined) and the Plans (as herein defined) shall have the meanings specified or used in the Act.

ARTICLE 2.
NAMES: DESCRIPTION OF REAL ESTATE

2.1. Names.

2.1.1 The name of the Condominium is **The Parke at Travis Country Condominiums.**

2.1.2 The name of the Association is **The Parke at Travis Country Condominium Owners Association, Inc.**, a Texas non-profit corporation.

2 2. Real Estate The Condominium is located in Travis County, Texas The real estate of the Condominium is described as follows

Lot Four (4), Block T, **AMENDED PLAT OF LOTS 4, 5 AND 6, BLOCK "T," VILLAGE PARK 2 AT TRAVIS COUNTRY**, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 101, Page(s) 323-325 of the Plat Records of Travis County, Texas

ARTICLE 3.
THE ASSOCIATION

3.1 Authority. The business affairs of the Condominium shall be managed by the Association, acting through its board of directors The Association shall be governed by its bylaws, as amended from time to time

3.2. Powers.

3.2 1 The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

3.2.2 The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, at a meeting of the Association called for that purpose.

3.3. Declarant Control. The Declarant shall have all the powers reserved in Section 82.103(c) of the Act to appoint and remove officers and members of the Board.

ARTICLE 4.
UNITS

4.1. Definition of Units. A "Unit" shall have the same meaning as in Section 82 003(a)(23) of the Act, and shall include the entire residential building, together with any attached covered porch and/or garage.

4 2 Number of Units The maximum number of Units that may be created in the Condominium is sixty-three (63), with one (1) Unit being located within each of sixty-three (63) buildings. The Declarant reserves no right to create additional Units The Declarant reserves the right not to build any one or more of the buildings and Units and to convert any of the buildings and Units reflected on the Plat entirely to common elements and reallocate all the allocated interests in any Unit not built among the other Units as provided in Section 6 2 below

4.3. Identification of Units. The identification number of each Unit is shown on the Plat or the Plans or both

4.4. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and the Plans.

ARTICLE 5.
LIMITED COMMON ELEMENTS

5 1 Limited Common Elements.

5.1 1 A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, the Plat and/or the

Plans, or by Section 82 052 of the Act, for the exclusive use by one of the Units, and the fences separating the side yards of adjacent buildings for the exclusive use of the Units located within such adjacent buildings

5.1.2 In addition to the portions of the Property described in Section 82.052 of the Act, the portions of the Property described on the Plat and/or the Plans, including the exterior walls, roof, foundation, plumbing, electrical, mechanical and heating and air conditioning equipment and systems located within the building in which a Unit is located and/or within the side yard or rear yard of a Unit, the side and rear yards, including the fences separating the side yard from the front yard, the fences separating the side yards of adjacent buildings and the fences enclosing the rear yards, the patios located within the side or rear yards, the walkways, porches and driveways located within the front yards, all as reflected on the Plat and/or the Plans, are designated as Limited Common Elements.

5.2. Allocation of Common Elements

5.2.1 Portions of the Common Elements consisting of the internal private streets, driveways, landscaping, the front yards and the fences separating the front and side yards, parking areas not located within a front yard, common mailboxes and kiosks may be allocated as Limited Common Elements

5.2.2 The Declarant reserves the right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which the specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provisions of Section 82 058 of the Act (i) by making such an allocation in a recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element area shall be appurtenant or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be made only with respect to Units then owned by the Declarant Subsequent to the date seventy-five percent (75%) of the Units are sold to a third party, the right of allocation pursuant to this Section shall pass from the Declarant to the Board and the Declarant may not thereafter exercise any such right.

5.3. Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the

Board Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements The portion of the Common Elements reflected on the Plat as the "Amenity Area" is subject to the terms and provisions of that certain Amenity Easement Agreement recorded as Document No. 1999157349, Official Public Records of Travis County, Texas, providing for the use of the Amenity Area by the Unit Owners and the members of the Travis Country Community Service Association, Inc.

ARTICLE 6.
ALLOCATED INTERESTS

6 1. Allocated Interests The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit are set forth in Exhibit "A" attached hereto.

6.2. Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

6.2.1 with respect to the undivided interest in the Common Elements, on the basis of the number of Units (i e., 1 5873%),

6.2.2 with respect to the percentage of liability for the Common Expenses, on the basis of the number of Units (i.e , 1 5873%); and

6.2 3 with respect to the number of votes in the Association, one (1) vote is allocated to each Unit

If any Unit is not built, the entire interests allocated to such Unit shall be reallocated among the remaining Units in proportion to the respective allocated interests of the remaining Units in accordance with the foregoing calculations as if such Unit had been taken by condemnation in accordance with Section 82 007(a) of the Act.

6.3. Co-Owned Units. If a Unit is owned by more than one Unit Owner, any one of such Unit Owners shall be entitled to vote or act on behalf of all of the Unit Owners of such Unit, without the joinder of the other Unit Owners and which vote or action shall be deemed to be the unanimous vote or action of all such Unit Owners, unless all of the Unit Owners of such Unit shall have designated in writing prior to such vote or action one or more of such Unit Owners, or a third party by proxy, who shall be authorized to vote or act on behalf of such Unit Owners A copy of such written designation or proxy shall be filed with the board of directors before any such vote may be cast. Absent such written designation or proxy, if only one of the Unit Owners of a Unit is present at a meeting of the Association, that person may cast the vote or votes allocated to that Unit, and if more than one of the Unit Owners of a Unit is present, the vote allocated to that Unit may, at the request of any of such Unit

Owners, or in the event of disagreement among such Unit Owners shall, be divided in equal parts among such Unit Owners Multiple Unit Owners are deemed to be in unanimous agreement if one of the multiple Unit Owners casts the vote(s) allocated to a Unit and none of the other Unit Owners makes a prompt protest to the person presiding over the meeting.

ARTICLE 7.
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

7.1. Use and Occupancy Restrictions Subject to the Special Declarant Rights reserved by the Declarant, all Units and the Common Elements shall be used for residential purposes only.

7.2 Restrictions on Alienation A Unit may not be leased or rented for a term of less than sixty (60) days. All lease agreements shall be in writing, shall be subject to the reasonable requirements of the Board, and a fully executed copy of any lease agreement shall be provided to the Board prior to the occupancy by a tenant of a Unit

7.3 Rules The use, occupancy, leasing, sale, maintenance, repair, replacement, modification and appearance of all Units and the Common Elements shall be subject to regulation in accordance with such rules as may be adopted from time to time by the Board.

ARTICLE 8.
EASEMENTS AND LICENSES

8.1. Recording Data. The easements or licenses of record to which the Condominium is presently subject are as set forth on Exhibit "B" attached hereto. The Condominium is subject to any matters that are apparent on the Property, and may be subject to other easements or licenses hereafter granted by the Declarant pursuant to Section 12.1 of this Declaration

ARTICLE 9.
AMENDMENT OF DECLARATION

9.1. Permitted Methods. In addition to the methods permitted in Section 82.067(a) of the Act, an amendment to this Declaration must be adopted by written instrument executed by the Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated

9.2. Amendment by Declarant The Declarant may amend this Declaration as permitted in Section 82.067(f) of the Act

ARTICLE 10.
ADDITIONAL POWERS OF BOARD

10 1. Eviction of Tenant. The Board may bring an action to evict a tenant of an owner of a Unit (i) when the tenant violates the declaration, bylaws or rules of the Association or (ii) when the owner of a Unit fails to pay the Association for the costs of repairs to any Common Elements damaged substantially by such owner's tenant

10 2. Board May Collect Rent. The Board may collect rents from a tenant of an owner of a Unit who is at least sixty (60) days delinquent in the payment of any amount due to the Association.

ARTICLE 11.
PLAT AND PLANS

11.1. Plat and Plans. The plat of the Condominium (the "Plat") and the plans for the Condominium (the "Plans") are recorded as Document Number 200018251 Official Public Records of Travis County, Texas

ARTICLE 12.
RECONSTRUCTION AFTER LOSS

12.1 Obligation to Rebuild In the event of a casualty to the Condominium, the Association shall rebuild or repair the Condominium in accordance with Section 82.111(i) of the Act

ARTICLE 13.
SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

13.1. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

13 1.1 the right to complete or make improvements to create the Units, Common Elements or Limited Common Elements as reflected on the Plat and the Plans, not to complete improvements or create all of the Units, and to exercise any Development Rights under the Act;

13 1.2 the right to maintain sales offices, management offices, leasing offices, and models in one or more Units or on the Common Elements, and the right to relocate such offices and models from time to time;

13.1.3 the right to maintain signs on the Condominium to advertise Units in the Condominium for sale;

13 1.4 the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and

13 1 5 the right, consistent with the Act, to appoint or remove any officer of the Association or any director

13.2. Limitations on Special Declarant Rights Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant at any time prior to the date on which seventy-five percent (75%) of the Units are sold by the Declarant to third parties.

ARTICLE 14.
INTEREST RATE

14.1. Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, an owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

14.2 Default Interest Rate If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per annum

ARTICLE 15.
MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS

15.1. Limited Common Elements. The Unit Owners of a Unit to which any Limited Common Elements described in the Plat, the Plans or this Declaration are allocated shall be responsible for the maintenance, repair and replacement of those Limited Common Elements, at such Unit Owner's sole cost and expense Subject to the prior approval by the Association, each Unit Owner may, at such Unit Owner's sole cost and expense install such landscaping and irrigation system within the Limited Common Elements allocated to such Unit Owner's Unit. Each Unit Owner shall be obligated for the maintenance, repair and utility costs for any lighting, landscaping and irrigation system for those Limited Common Elements allocated to such Unit Owner's Unit, and the cost of electricity and water service for such Limited Common Elements

15.2. General Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the General Common Elements, including the planting, watering, fertilizing, mowing, edging and maintenance of landscaping within the front yard of such Unit Owner's Unit All landscaping, and any irrigation system or other improvements, located within the front yard of a Unit, or otherwise placed,

installed or maintained in any of the General Common Elements shall be subject to the prior approval of the Association Each Unit Owner shall further be obligated for one-half (½) of the cost to maintain the fences separating the side yards adjacent to such Unit Owner's Unit; the cost to maintain the fence separating the front yard from and the side yards adjacent to such Unit Owner's Unit, and all of the cost to maintain fences along the rear yard of such Unit Owner's Unit. Each Unit Owner will be solely responsible for paying for the cost of the water used by the Association to irrigate the front yard of such Unit Owner's Unit.

ARTICLE 16.
FENCES

16.1 Side Yard Fences.

16.1.1 The Unit Owner of each Unit shall have the right to construct and install fences separating the side yards of such Unit and the adjacent Units. Such fences for all Units other than Units 2-12 must be (i) six feet (6') in height, (ii) constructed of 1"x 6" cedar wood, (iii) constructed in a shadow box design, and (iv) approved in advance of construction by the Association. Such fences for Units 2-12 must be six feet (6') high wrought iron fences which are of the same materials, colors and design as the wrought iron fence installed by the Declarant at the front of each Unit and must be approved in advance of construction by the Association. Unless otherwise agreed by the Unit Owner of the adjacent Unit, the cost to install and construct such fences shall be borne entirely by the Unit Owner constructing such fences

16 1 2 After completion of the construction of such side yard fences, the Unit Owner of the adjacent Unit shall be responsible for one-half (½) of the costs to maintain, repair and replace such side yard fence. A Unit Owner desiring to make such repairs or to perform such maintenance (the "notifying Unit Owner") shall deliver written notice of such desire to the other Unit Owner, together with an estimate of the cost of performing such work The Unit Owner receiving such notice shall have a period of fifteen (15) days from the receipt of such notice to review the notice and estimate and to notify the notifying Unit Owner in writing of any objections to the work to be performed and/or the estimate of the cost of such work In the event the Unit Owner receiving such notice does not so notify the notifying Unit Owner in writing of any objections within such 15-day period, the Unit Owner receiving such notice shall be deemed to have approved the notice and estimate. In the event the Unit Owner receiving such notice so objects to the work and/or the estimate, the notifying Unit Owner and the objecting Unit Owner shall attempt to reach an agreement with respect to such work and the cost

thereof. In the event such Unit Owners cannot reach agreement within ten (10) days after receipt of objections, then the notifying Unit Owner shall be entitled to make such repairs or perform such maintenance and receive reimbursement from the objecting Unit Owner one-half (½) of the cost of such work. Notwithstanding anything contained herein to the contrary, each of the Unit Owners shall be solely responsible for the cost of repairing any damage to the side yard fences caused by such Unit Owner or such Unit Owner's contractors, tenants, employees or guests

16.1.3 The Unit Owner obligated to make reimbursement as herein provided shall pay the amount of such reimbursement to the Unit Owner making such repairs or performing such maintenance immediately upon demand therefor The obligation to make such reimbursement shall be a personal obligation of the Unit Owners, shall constitute a lien upon each of the Unit Owner's Unit in favor of the repairing or maintaining Unit Owner, and may be enforced by the repairing or maintaining Unit Owner in the same manner and to the same extent as provided under Section 82.113 of the Act and Section 51.002 of the Texas Property Code, as if such lien and foreclosure rights were granted to such repairing or maintaining Unit Owner thereunder.

16.2 Rear and Street Side Fences

16.2.1. The Unit Owners shall also have the right to construct and install (i) fences separating the rear yard (which is a Limited Common Element) from the adjacent rear General Common Element and (ii) side yard fences adjacent to the street on Units 42, 53, 57 and 63 All such fences described in the immediately preceding sentence constructed by a Unit Owner must be six feet (6') high wrought iron fences which are of the same materials, colors and design as the wrought iron fence installed by the Declarant at the front of each Unit and must be approved in advance of construction by the Association. The cost to install, construct, maintain, repair and replace such fences shall be borne entirely by the Unit Owner constructing such fences

ARTICLE 17.
LIEN FOR FAILURE TO MAINTAIN UNIT AND/OR COMMON ELEMENTS

17.1. Failure to Maintain Limited Common Elements. In the event a Unit Owner fails to maintain, repair or replace a Limited Common Elements allocated to such Unit Owner's Unit, or fails to maintain any of the General Common Elements for which such Unit Owner is responsible under this Declaration, the Association may, after giving at least three (3) days' prior written notice to the Unit Owner and occupant of the Unit, perform such maintenance, repair or replacement, and the expenses incurred

by the Association in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the Unit Owner of the affected Unit, shall constitute a lien upon such Unit, and shall be enforced in the same manner and to the same extent as provided under Section 82.113 of the Act.

ARTICLE 18.
DISPUTE RESOLUTION; MEDIATION

18.1. Negotiation Subject to the provisions hereof and the Act, in the event of any controversy, dispute, claim, question or disagreement arising out of or relating to this Declaration or the breach thereof, the parties to such controversy, dispute, claim, question or disagreement shall use their best efforts to settle such controversy, dispute, claim, question or disagreement. Towards that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties

18 2. Mediation To the extent allowed by the Act and applicable Texas law, if the parties to any controversy, dispute, claim, question or disagreement do not reach a negotiated solution within a period of thirty (30) days after the dispute arises, then upon notice by any party to the other parties, such controversy, dispute, claim, question or disagreement shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of the mediation services equally

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 21st day of February, 2000.

MORRISON HOMES OF TEXAS, INC., a Texas corporation

By: _____
Steve Pate, Division President

By: _____
Douglas G. Moss, Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

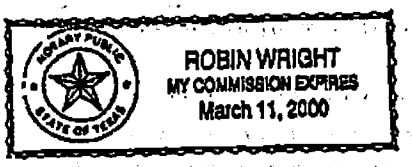
This instrument was acknowledged before me on the 1st day of February, 2000, by **STEVE PATE**, Division President of **MORRISON HOMES OF TEXAS, INC.**, a Texas corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of February, 2000, by **DOUGLAS G. MOSS**, Senior Vice President of **MORRISON HOMES OF TEXAS, INC.**, a Texas corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas

EXHIBIT "A"

TABLE OF INTERESTS

	Undivided Interest in Common Elements Per Unit	Common Expense Percentage Per Unit	Number of Votes Per Unit
UNIT 1	1.5874%	1.5874%	1
UNIT 2	1.5873%	1.5873%	1
UNIT 3	1.5873%	1.5873%	1
UNIT 4	1.5873%	1.5873%	1
UNIT 5	1.5873%	1.5873%	1
UNIT 6	1.5873%	1.5873%	1
UNIT 7	1.5873%	1.5873%	1
UNIT 8	1.5873%	1.5873%	1
UNIT 9	1.5873%	1.5873%	1
UNIT 10	1.5873%	1.5873%	1
UNIT 11	1.5873%	1.5873%	1
UNIT 12	1.5873%	1.5873%	1
UNIT 13	1.5873%	1.5873%	1
UNIT 14	1.5873%	1.5873%	1
UNIT 15	1.5873%	1.5873%	1
UNIT 16	1.5873%	1.5873%	1

TABLE OF INTERESTS

	Undivided Interest in Common Elements Per Unit	Common Expense Percentage Per Unit	Number of Votes Per Unit
UNIT 17	1.5873%	1.5873%	1
UNIT 18	1.5873%	1.5873%	1
UNIT 19	1.5873%	1.5873%	1
UNIT 20	1.5873%	1.5873%	1
UNIT 21	1.5873%	1.5873%	1
UNIT 22	1.5873%	1.5873%	1
UNIT 23	1.5873%	1.5873%	1
UNIT 24	1.5873%	1.5873%	1
UNIT 25	1.5873%	1.5873%	1
UNIT 26	1.5873%	1.5873%	1
UNIT 27	1.5873%	1.5873%	1
UNIT 28	1.5873%	1.5873%	1
UNIT 29	1.5873%	1.5873%	1
UNIT 30	1.5873%	1.5873%	1
UNIT 31	1.5873%	1.5873%	1
UNIT 32	1.5873%	1.5873%	1
UNIT 33	1.5873%	1.5873%	1

TABLE OF INTERESTS

	Undivided Interest in Common Elements Per Unit	Common Expense Percentage Per Unit	Number of Votes Per Unit
UNIT 34	1.5873%	1.5873%	1
UNIT 35	1.5873%	1.5873%	1
UNIT 36	1.5873%	1.5873%	1
UNIT 37	1.5873%	1.5873%	1
UNIT 38	1.5873%	1.5873%	1
UNIT 39	1.5873%	1.5873%	1
UNIT 40	1.5873%	1.5873%	1
UNIT 41	1.5873%	1.5873%	1
UNIT 42	1.5873%	1.5873%	1
UNIT 43	1.5873%	1.5873%	1
UNIT 44	1.5873%	1.5873%	1
UNIT 45	1.5873%	1.5873%	1
UNIT 46	1.5873%	1.5873%	1
UNIT 47	1.5873%	1.5873%	1
UNIT 48	1.5873%	1.5873%	1
UNIT 49	1.5873%	1.5873%	1
UNIT 50	1.5873%	1.5873%	1

TABLE OF INTERESTS

	Undivided Interest in Common Elements Per Unit	Common Expense Percentage Per Unit	Number of Votes Per Unit
UNIT 51	1.5873%	1.5873%	1
UNIT 52	1.5873%	1.5873%	1
UNIT 53	1.5873%	1.5873%	1
UNIT 54	1.5873%	1.5873%	1
UNIT 55	1.5873%	1.5873%	1
UNIT 56	1.5873%	1.5873%	1
UNIT 57	1.5873%	1.5873%	1
UNIT 58	1.5873%	1.5873%	1
UNIT 59	1.5873%	1.5873%	1
UNIT 60	1.5873%	1.5873%	1
UNIT 61	1.5873%	1.5873%	1
UNIT 62	1.5873%	1.5873%	1
UNIT 63	1.5873%	1.5873%	1
TOTAL	100.0000%	100.0000%	63

EXHIBIT "B"

ENCUMBRANCES AND EASEMENTS

1. Restrictive covenants of record in Volume 10416, Page 812, and in Volume 10416, Page 817, Real Property Records of Travis County, Texas, and those notes set out in Book 101, Page(s) 190-192, Plat Records of Travis County, Texas

2. Public utility, drainage and sidewalk easement and building lines as recorded in Book 101, Page(s) 190-192, Plat Records of Travis County, Texas.

3. Subdivision construction agreement set out in Volume 13198, Page 1517, Real Property Records of Travis County, Texas, as set out in Book 101, Page(s) 190-192, Plat Records of Travis County, Texas

4. Electric utility easement set out in Document No 1999088405, Official Public Records of Travis County, Texas

5. Gas utility easement set out in Document No 1999091160, Official Public Records of Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

02-08-2000 11 35 AM 20000 19252
GUERRAY $39 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 98
AUSTIN, TX 78767-0098

U \RTriplett\14405 2\DECLAR5 WPD, 2/1/2000

TRV 2000041794 5 pgs

COPY

FIRST AMENDMENT TO DECLARATION OF THE PARKE AT TRAVIS COUNTRY CONDOMINIUMS, a Condominium

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

RECITALS:

WHEREAS, by instrument entitled "Declaration of The Parke at Travis Country Condominiums, a Condominium" dated February 1, 2000 and recorded in Document Number 2000018252, Official Public Records of Travis County, Texas (the "Declaration"), Morrison Homes of Texas, Inc , a Texas corporation, imposed certain covenants and restrictions upon the real property (the "Property") covered by the Declaration, and

WHEREAS, Morrison Homes of Texas, Inc desires to amend the Declaration to revise Exhibit "B" referenced in the Declaration to reflect certain additional easements and encumbrances,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT

1. The Declaration is hereby amended to reflect that Exhibit "B" attached hereto shall constitute the entire Exhibit "B" to the Declaration for all purposes

2 Except as expressly amended and modified hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect

3 All capitalized terms not defined herein shall have the same meaning as set forth in the Declaration All other terms and provisions of the Declaration shall remain unchanged

Executed this 15th day of March, 2000

MORRISON HOMES OF TEXAS, INC., a Texas corporation

By Douglas G. Moss
Douglas G Moss, Senior Vice President

By _____
Steve Pate, Division President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2000, by **DOUGLAS G. MOSS**, Senior Vice President of **MORRISON HOMES OF TEXAS, INC** , a Texas corporation, on behalf of said corporation.

ADELE B RIVES
NOTARY PUBLIC
STATE OF TEXAS
MY COMM EXP 09-03-2003

_____
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of March, 2000, by **STEVE PATE**, Division President of **MORRISON HOMES OF TEXAS, INC.**, a Texas corporation, on behalf of said corporation.

ADELE B. RIVES
NOTARY PUBLIC
STATE OF TEXAS
MY COMM EXP 09-03-2003

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "B"

ENCUMBRANCES AND EASEMENTS

1. Restrictive covenants of record in Volume 89, Page(s) 388-395 and in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas, and in Volume 9248, Page 130, in Volume 9824, Page 82, in Volume 10938, Page 1002, in Volume 11517, Page 41, in Volume 11517, Page 44 and in Volume 12915, Page 768, Real Property Records of Travis County, Texas, in Document No 200018251 and in Document No. 2000018252, Official Public Records of Travis County, Texas

2. Drainage and public utilities easement granted to the public dated December 4, 1986 recorded in Volume 10559, Page 50, Real Property Records of Travis County, Texas, and as shown on the plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

3 The terms, conditions and stipulations set out in that certain Subdivision Construction Agreement dated July 30, 1991 recorded in Volume 11517, Page 44, Real Property Records of Travis County, Texas

4 Drainage and public utility easement granted to the City of Austin dated September 18, 1996 recorded in Volume 12775, Page 390, Real Property Records of Travis County, Texas.

5 Waterline easement granted to the City of Austin dated August 27, 1998 recorded in Volume 13256, Page 138, Real Property Records of Travis County, Texas

6 Drainage easement and public utility easement granted to the City of Austin dated August 19, 1998 recorded in Volume 13265, Page 120, Real Property Records of Travis County, Texas

7 Public utility easement fifteen feet (15') in width along the southerly property line(s) as shown by the Plat(s) recorded in Volume 89, Page(s) 388-395 and in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

8 Drainage easement and public utility easement seven and one-half feet (7.5') in width along the westerly property line(s) as shown by the Plat(s) recorded in Volume 89, Page(s) 388-395 and in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

9. Electric easement ten feet (10') in width along Mission Oaks Boulevard R.O W property line as shown by the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

10 Electric easement ten feet (10') in width along the Republic of Texas Boulevard R O W property line as shown by the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

11. Building setback line twenty-five feet (25') in width along the R O.W property lines, as shown on the Plat(s) recorded in Volume 89, Page(s) 388-395 and in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

12 Edwards Aquifer Zone and Lowland Zone varying in width located along the southeasterly property line as shown on the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

13 Buffer zones varying in width located throughout the Property as shown on the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

14 Drainage easements and public utility easements varying in width along the northerly and easterly property lines as shown on the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas, and further affected by instrument recorded in Volume 13265, Page 129, Real Property Records of Travis County, Texas

15 All easements, rights-of-way, building setback lines, buffer zones, greenbelts, critical water quality zones, lowland zones, Edwards Aquifer zones, flood plains, restrictions, covenants, conditions, requirements and all other matters shown or stated on the Plat recorded in Volume 101, Page(s) 323-325, Plat Records of Travis County, Texas

16 The terms, conditions and stipulations set out in that certain Settlement Agreement and Release dated September 1, 1998, as evidenced by Termination Agreement and Release dated September 1, 1998 recorded in Volume 13262, Page 523, Real Property Records of Travis County, Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

03-21-2000 03 44 PM 2000041794
BAZANJ $17 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQ.
GRAVES, DOUGHERTY, HEARON & MOODY, P.C
POST OFFICE BOX 98
AUSTIN, TX 78767

U \RTriplet\14405 2\1STAMENDDECLAR WPD, 3/10/2000

STATE OF TEXAS §

COUNTY OF TRAVIS §

TRV 2 PGS 2010156036

AMENDMENT TO
DECLARATION OF THE PARKE AT TRAVIS COUNTY CONDOMINIUMS

Document reference. Reference is hereby made to that certain Declaration of The Parke at Travis Country Condominiums, filed as Document No. 2000018252 in the Official Public Records of Travis County, Texas (together with any amendments or supplements filed of record, the "Declaration").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of The Parke at Travis Country Condominium Owners Association, Inc. (the "Association");

WHEREAS Section 82.067(a) of the Texas Uniform Condominium Act provides that the Declaration can be amended with the approval of unit owners controlling at least 67 percent of the votes in the Association; and

WHEREAS the amendment set forth below has been approved by the requisite vote of the Association's members;

THEREFORE the Declaration has been, and by these presents is, amended as follows:

1. By AMENDING and RESTATING Section 16.1.1 so that it reads in its entirety as follows:

"16.1.1 Each Unit Owner shall have the right to construct and install fences separating the side yards of that Owner's Unit from the adjacent Unit(s) Such fences for all Units must be: (i) six feet (6') in height, (ii) constructed of either 1"x6" cedar wood in shadow box design or of wrought iron of the same material, color and design as the wrought iron fences installed by the Declarant at the front of each Unit, and (iii) approved in advance of construction by the Association. Unless otherwise agreed by the Owner of the adjacent Unit, the cost to install and construct such fences shall be borne entirely by the Unit Owner constructing the fence."

Subject solely to the amendment contained herein, the Declaration remains in full force and effect.

Certification

I the undersigned, in my capacity as Secretary of The Parke at Travis Country Condominium Owners Association, Inc., do hereby certify that the amendment contained herein was approved by unit owners controlling at least 67 percent of the votes in the Association.

By: Rae Ann Stanley
Title: Secretary

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 14th day of October, 2010, by Rae Ann Shanley in the capacity stated above.

Sherrie Marino
Notary Public, State of Texas

Sherrie Marino
Notary Public
State of Texas
My Commission Expires
September 17, 2012

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir

Oct 20, 2010 01:20 PM 2010156036
BENAVIDESV: $20.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Sueet
Austin, Texas 78701

Fileserver:CLIENTS:Parke@TravisCountry:DeclAmend9-10.doc

RECORDED 7802 • 6.50

THE STATE OF TEXAS ()
()
COUNTY OF TRAVIS ()

69-3213

SECTION DECLARATION, TRAVIS COUNTRY
SECTION ONE

WHEREAS, Travis Country, Inc., hereinafter called "Declarant", is the owner of all property in the subdivision known as "Travis Country Section One", as shown on the map or plat of record in Vol 60, Page 58, of the Plat Records of Travis County, Texas and

WHEREAS, the lots in Section One are subject to the Declaration of Covenants, Conditions and Restrictions, Travis Country, Inc., as re-recorded in Vol 4487, Pages 736 et seq., of the Deed Records of Travis County Texas herein called the "Basic Declaration" and

WHEREAS Declarant desires to adopt certain specific restrictions for Travis Country Section One NOW, THEREFORE

WITNESSETH

For and in consideration of the mutual benefits to the Declarant and future owners of lots in Travis Country Section One, the following restrictions are hereby imposed on Travis Country Section One which are in addition to those basic restrictions set forth in Vol 4487, Pages 736 et seq., Plat Records of Travis County, Texas, to-wit

1 LAND USE

No lots in Travis Country Section One shall be used for any purpose other than the site for one detached single family dwelling not to exceed two stories in height with an attached private garage or carport for not more than three cars

2 DWELLING SIZE

Minimum dwelling size shall be as follows

(a) On lots (1) 2-22, 25-34 36-38 and 41-47 Block "D"

DEED RECORDS
Travis County, Texas 1489 2243

"ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN ARE HEREBY DELETED"

(2) 2-14 Block "E" and (3) 1-29, Block "F", the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1,200 square feet for a one-story or split level single family dwelling, nor less than 800 square feet for a single family dwelling of more than one story, nor less than 1,300 square feet for the combined areas of the first and second floors of any single family dwelling

(b) On Lots (1) 2-22, Block "A", (2) 2-23, Block "B" and (3) 1-18, and 20-35, Block "C", the ground floor area of the main structure, exclusive of one-story open porches and garages shall contain not less than 1 550 square feet for a one-story or split level single family dwelling, nor less than 1,000 square feet for a single family dwelling of more than one-story, nor less than 1,750 square feet for the combined areas of the first and second floors of any single family dwelling

(c) On Lots (1) 1, Block "A" (2) 1 and 24, Block "B", (3) 11-19, Block "C" (4) 1, 23, 24, 34, 35 39, 40 and 48, Block "D", and (5) 1-15, Block "E" the ground floor area of the main structure exclusive of one-story open porches and garages, shall contain not less than 1,900 square feet for a one-story or split level single family dwelling, nor less than 1,100 square feet for a single family dwelling of more than one story, nor less than 2,000 square feet for the combined areas of the first and second floors of any single family dwelling

3 BUILDING LOCATION

(a) No building shall be located nearer to any street right-of-way line than the minimum building set back line shown on the recorded plat of Travis Country Section One

(b) No building shall be located nearer to any interior side lot line than five (5) feet All such side yards shall comply with the minimum requirements of the City of Austin zoning ordinance when such ordinance becomes applicable in Travis Country Section One

(c) No building shall be located nearer than ten (10) feet to any rear lot line

(d) For the purpose of this Section, eaves, steps and open porches shall not be considered as a part of the building, PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot

4 EASEMENTS.

(a) Easements for public utilities are reserved as shown on the recorded plat, and over the rear seven and one-half (7-1/2') feet of each lot Such easements are reserved for the installation and maintenance of public utility and public drainage facilities.

(b) Easements five (5') feet in width are reserved on each side of all side lot lines as needed for adequate surface drainage of the other lots within said block. Within these drainage easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements, or which may obstruct or retard the flow of water through the drainage channels or swales in the easements PROVIDED, HOWEVER, that a privacy fence may be built provided it is

installed in such a manner that it will not change the direction of flow of water through the drainage channels or swales in the easements.

5 FENCES

(a) All fences shall be of wood and/or masonary construction and shall not exceed a height of six (6) feet nor extend nearer to the street than the front wall of the principal building.

(b) Fences built on lots adjacent to the common areas shall not exceed four (4) feet in height within fifteen (15) feet of the rear lot line.

6 MASONRY.

Not less than twenty-five percent (25%) of the exterior wall area of the first floor of all dwellings shall be of masonary construction.

7 MODIFICATION

The Architectural Committee shall have the authority to modify or waive the masonary requirement.

8 ASSESSMENTS FOR SEWERAGE SERVICE

The Declarant, for each lot owned within the aforedescribed Section of Travis Country hereby covenants (and each owner of any lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree) to pay to Travis Country Utility District Inc or its designee annual assessments or charges for sewerage service which assessments or charges together with interest costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless ex-

pressly assumed by such successor Charges for sewerage services provided to the occupants of each of the single family residential properties connected to the sewerage system will be in an amount not to exceed $120 00 per year Service charges shall be charged on a prorata basis from the date the service is established to the date of its discontinuance The maximum annual assessment may be increased each year by not more than 10% of the above maximum assessment for the previous year Additional increases may be made only upon a majority affirmative vote of the Travis Country Community Service Association Upon the assumption of the obligations of Travis Country Utility District, Inc., its successor or assigns, by any governmental authority to provide sewerage services, the lien established hereby shall be transferred to and shall run for the benefit of such governmental authority

9 TERM AND AMENDMENT

The covenants and restrictions of this Section Declaration shall run with and bind the land for a term of thirty (30) years from the date this Section Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years This Section Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners of Lots in this Section and thereafter by an instrument signed by not less than seventy-five percent (75%) of such Lot owners Any amendment to be effective must be recorded

10 ENFORCEMENT

Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages

69-3218

11 SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect

WITNESS ITS HAND this 15th day of November, 1972

TRAVIS COUNTRY, INC.

(NO SEAL)

By _____
President

THE STATE OF TEXAS ()
()
COUNTY OF TRAVIS ()

Before me the undersigned authority, on this day personally appeared WALTER R CARRINGTON, President of Travis Country Inc. 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 and as the act and deed of said corporation

Given under my hand and seal of office this the 15th day of November, 1972

NOTARY SEAL

_____
Notary Public in and for Travis County, Texas

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 as stamped hereon by me on

NOV 21 1972

COUNTY CLERK
TRAVIS COUNTY TEXAS

FILED
Nov 21 2 10 PM '72

COUNTY CLERK
TRAVIS COUNTY TEXAS

1489 2248

FILM C 7E
00005285702

SECTION DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRAVIS COUNTRY, INC., FOR: RESUBDIVISION OF LOT 14, BLOCK 12, TRAILWOOD VILLAGE TWO; VILLAGE PARK 3 AT TRAVIS COUNTRY; VILLAGE PARK 4 AT TRAVIS COUNTRY; VILLAGE PARK 5 AT TRAVIS COUNTRY; VILLAGE PARK 6 AT TRAVIS COUNTRY; AND VILLAGE PARK 7 AT TRAVIS COUNTRY.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, by instrument of record in Volume 4487, Page 736, as amended by instrument of record in Volume 4711, page 282, Real Property Records of Travis County, Texas, Travis Country, Inc., a Texas corporation, acting as Declarant, purported to place certain covenants, conditions and restrictions, more fully described in said instruments (collectively, the "Declaration"), on a tract of land in Travis County, Texas, and

WHEREAS, BH Travis Country, L.P. ("Benton"), a Texas limited partnership, is the owner of that certain real property described as Resubdivision of Lot 14, Block 12, Trailwood Village Two at Travis Country, Village Park 3 at Travis Country, Village Park 4 at Travis Country, Village Park 5 at Travis Country, Village Park 6 at Travis Country, and Village Park 7 at Travis Country, each of which is a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 90, Page 3 (Resubdivision of Lot 14), Book 94, Page 75-77 (Village Park 3), Book 94, Page 28-30 (Village Park 4), Book 90, Page 1-2 (Village Park 5), Book 94, Page 31-33 (Village Park 6), and Book 94, Page 34-38 (Village Park 7), Plat Records of Travis County, Texas (the "Property"), and is the Declarant under this Section Declaration with respect to the Property,

WHEREAS, the Declaration specifies that additional land may be annexed by a Section Declaration which incorporates by reference (and which may supplement or modify) the Declaration, subject to the approval of the FHA or VA and of the members of TRAVIS COUNTRY COMMUNITY SERVICE ASSOCIATION, INC., the "Association" designated in the Declaration (the "Association"); and

WHEREAS, Benton desires to adopt the Declaration, as modified and amended by this Section Declaration, so as to constitute easements, restrictions, covenants and conditions applicable to and running with the Property; and

WHEREAS, the Association is executing this Section Declaration to acknowledge approval by the members of the Association and the annexation of the Property to the Declaration (as modified and amended herein),

NOW THEREFORE, the following easements, restrictions, covenants and conditions are hereby impressed on the Property

SECTION 1. ADOPTION OF THE DECLARATION

1 1 Except as supplemented or modified by the provisions set forth herein, the Property is hereby made subject to the Declaration. In the event of any conflict between this Section Declaration and the Declaration, this Section Declaration shall control.

SECTION 2. DEFINITIONS AND ASSESSMENTS

2.1 The following definitions shall apply within the Property

2.1 1 "Declarant" shall mean and refer to Benton, or its successors and assigns if such successors and assigns should acquire all of Benton's interest in the Property or be assigned the rights of Declarant

2 1 2 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Property The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation The term "Owner" shall not include a Builder

2 1.3 "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot within the Property for the purpose of resale thereof to a Public Purchaser

2 1 4 "Public Purchaser" shall mean the first person or entity other than the Declarant or a Builder who becomes an Owner of any Lot within the Property.

2.1 5 "Public Owner" shall mean a Public Purchaser and each successor in legal title to any Lot within the Property

2 2 The following shall apply to the Declarant and Builders and to Public Owners and each of their rights in, and duties to, the Association.

2.2.1 Until a deed is delivered by Declarant or a Builder conveying a Lot within the Property to a Public Purchaser, the Owner of such Lot (Declarant, or a Builder, as applicable) will have and exercise no vote for each such Lot and shall pay no assessment ~~and have no other rights of an Owner,~~ and this Section Declaration shall not be amended as to any Lot owned by Declarant or a Builder except with the consent of Declarant or such Builder and the Association

2 2.2 At the Closing on the sale of each Lot from Declarant or a Builder to a

Public Purchaser, such Public Purchaser shall pay to the Association a one-time membership joinder fee of $250.00. Upon said payment, such Public Purchaser shall be a Class A member of the Association as detailed in the Declaration.

2.2.3 The Architectural Committee of the Association, with respect to the Property, shall consist of three (3) persons, one of whom may be designated by Declarant, if Declarant so elects, so long as Declarant or a Builder owns any Lot.

SECTION 3. LAND USE

3.1 All Lots within the Property shall be used for no other purpose than the site for one detached, Single Family Residence, not to exceed two-stories in height, together with an attached or detached garage for not more than three cars, PROVIDED, HOWEVER, that Declarant or its nominee or agent shall have the continuing right to maintain sales offices on any one or more Single Family Residence Lots within the Property for so long as Declarant shall deem it necessary

SECTION 4. RESUBDIVISION

4.1 By acceptance of a deed to, or by acquiring any ownership interest in, any Lot within the Property, each Public Owner, for himself, his heirs, personal representatives, successors, transferees, and assigns, thereby grants unto the Association a continuing POWER OF ATTORNEY authorizing the Association to execute on behalf of such Public Owner any instrument necessary to amend or vacate the plat of the Property under the following conditions

a. that said amendment or vacation is required by any governmental entity in order to file an amended plat of any Lot(s);

b. that the Public Owner(s) of the Lot(s) whose boundaries are changed by the amended or vacated plat have personally signed and acknowledged the amended or vacated plat,

c. that none of the restrictions in force with respect to such Lots at the time of the amended or vacated plat are removed or altered except in accordance with the method provided therefor in the documents creating such restrictions;

d. that an amended or vacated plat will specifically adopt by reference the deed restrictions existing on such Lots at the time of the amended or vacated plat

e. that no Single Family Residence Lot shown on the plat to be amended or vacated will be significantly reduced in size, such significance to be determined by the Association, PROVIDED, HOWEVER, that no change affecting less than ten percent (10%) of the area of any such Lot shall be deemed a significant reduction; and

f. that no Common Area will be reduced as a result of any such amended or vacated plat.

SECTION 5. BUILDING LOCATION AND IMPROVEMENTS

5.1 No building shall be located nearer to any interior side Lot line than five (5) feet.

5.2 No building shall be located nearer than ten (10) feet, or such greater distance as shall be specified in any applicable governmental regulation, to any rear Lot line.

5.3 For the purpose of this Section 5, eaves, steps and open porches shall not be considered as part of the building; PROVIDED, HOWEVER, that this shall not permit any portion of a building on a Lot to encroach upon another Lot.

5.4 After completion of the initial construction of a Single Family Residence on a Lot within the Property and its conveyance to or ownership by a Public Purchaser, the applicable provisions of the Declaration (as modified and amended by this Section Declaration) shall apply as regards structures and other improvements on such Lot. The following requirements shall apply as regards the initial construction of a Single Family Residence on each Lot within the Property. All structures and other improvements to be erected on any Lot within the Property shall comply with the requirements set forth in Sections 6 through 14 of this Section Declaration, except for deviations as allowed in Section 18.1 of this Section Declaration. Plans and specifications for any such structure or improvement shall be submitted to the Architectural Committee at least twenty (20) days prior to commencement of construction, for review with respect to compliance with the requirements set forth in such Sections 6 through 14. Declarant shall provide Builders with a copy of the published Architectural Guidelines of the Travis Country Architectural Committee and shall encourage Builders to follow those guidelines. The Architectural Committee may notify the Owner of any discrepancy between such plans and specifications and the applicable requirements of Sections 6 through 14 of this Section Declaration within such 20-day period, and the Owner shall correct the discrepancy. If no such notice is given by the Architectural Committee, compliance shall be deemed. No prior approval by the Architectural Committee shall be required, and the Association shall have the right to enforce compliance by injunctive relief as well as its other remedies at law.

SECTION 6. MINIMUM SINGLE FAMILY RESIDENCE SIZE

6.1 The area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet, with at least 800 square feet (exclusive of open porches and garages) on the first floor if a two-story structure, on all Lots. This square footage requirement is a minimum. On at least seventy-five percent (75%) of the Lots, the area of the main structure, exclusive of open porches and garages, shall be not less than 1,800 square feet, with at least 800 square feet (exclusive of open porches and garages) on the first floor if a two-story structure; and on at least twenty-five percent (25%) of the Lots, the area of the main structure, exclusive of open porches and garages, shall be not less than 2,100 square feet, with at least 900 square feet

(exclusive of open porches and garages) on the first floor if a two-story structure. If a detached garage is used in connection with any two-story structure, at least fifty percent (50%) of the square footage of the main structure, exclusive of open porches and garages, shall be on the first floor

SECTION 7. EASEMENTS

7.1 Easements for public utilities and for other purposes are reserved as shown upon the recorded plat of the Property.

7.2 Easements are reserved on certain Lots as needed for drainage of the other Lots, as set forth on the recorded subdivision plat(s) of such Lots Within these drainage easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of the flow in the drainage channels or swales in the easements; PROVIDED, HOWEVER, that a privacy fence may be built if it is installed in such a manner that it will not change the direction of flow of water through the drainage channels or swales in the easements

SECTION 8 FENCES

8.1 All fences shall be of wood, ornamental iron, and/or masonry construction and shall not extend nearer to the front street than the front wall of the principal building, or nearer to any side street than the minimum setback line

8.2 No fence shall exceed six (6) feet in height

8.3 Wooden fences of a solid type shall be constructed so that the framing to which the slats are nailed shall be on the inside of the fence

SECTION 9. MASONRY

9 1 All of the exterior front and side wall area of the first floor of Single Family Residences within the Property, and any portion of the exterior wall area of a detached garage that is visible from an abutting public street, shall be of masonry construction. On a two-story structure, all of the exterior front wall area of the second floor shall also be of masonry construction, unless the second floor front wall is set in front of or back from the exterior masonry ledge of the first floor, so that such masonry ledge cannot support the second-floor masonry, PROVIDED, HOWEVER, that no less than 1/2 of the exterior walls of any structure (except detached garages) shall be of masonry construction. In computing the area to be covered by masonry, all door and window openings on a masonry wall shall be excluded The area to be covered by masonry shall be measured from the top of the slab to the top of standard door and window openings and shall not include gables or any wall area that is set in front of or back from the exterior masonry ledge Masonry requirements for detached garages shall be computed separately from the residence Masonry construction on a detached garage shall be in the same style and of the same materials as the residence

12437 0077

SECTION 10. ROOFS

10.1 Roofs on Single Family Residences within the Property shall be constructed of metal, tile, slate, or composition shingles. A built-up roof shall be permitted only on residences constructed with flat roofs.

SECTION 11. CHIMNEYS

11.1 All chimneys constructed on the outside of an exterior front or side wall of any Single Family Residence within the Property shall be constructed of masonry or masonry veneer including that part of such chimney visible above the roof of any structure.

SECTION 12. MAILBOXES

12.1 All mailboxes and their mounting posts shall conform to a uniform design approved by the U.S. Postal Service.

SECTION 13. DRIVEWAYS; PARKING

13.1 All driveways constructed on any lot within the Property shall be of concrete. No asphalt driveways or open carports shall be permitted.

13.2 All vehicles and equipment shall be parked on driveways or in garages, and shall not be parked on any grass or landscaped area.

SECTION 14. SIDEWALKS

14.1 Builders shall install sidewalks as required by the City of Austin in accordance with the City's uniform standards for residential sidewalk construction.

SECTION 15. DOGS RUNNING AT LARGE

15.1 Except when a dog is under the immediate personal supervision and command of its owner or handler, every dog shall be kept physically restrained from leaving the lot of the owner or handler of such dog.

15.2 Permitting a dog to leave the premises of its owner or handler while not under the personal supervision and command of said owner or handler is declared to be a nuisance.

SECTION 16. TERM AND AMENDMENT

16.1 The covenants and restrictions of this Section Declaration shall run with and bind the Property for the same term as the Declaration.

16.2 This Section Declaration may be amended during the first thirty (30) years after the date hereof by an instrument signed by not less than 90% of the owners of the Lots within the Property, and thereafter by an instrument signed by not less then 75% of such Lot owners; PROVIDED, as to any Lot owned by Declarant or a Builder, this Section Declaration may be amended only with the consent of the Declarant or such Builder.

16.3 To be effective, any amendment must be recorded

SECTION 17. SEVERABILITY

17.1 Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

SECTION 18. DEVIATIONS

18.1 On request of any Lot owner, the Architectural Committee may modify or waive the requirements set forth in Sections 8 through 11, and 13 of this Section Declaration Such approval shall require the affirmative vote of two (2) members of the Architectural Committee to be effective

EXECUTED to be effective May 5, 1995.

BH TRAVIS COUNTRY, L.P.

By: BH Benton, Inc., General Partner

By: [signature]
Printed Name: [illegible]
Title: [illegible]

TRAVIS COUNTRY COMMUNITY SERVICE ASSOCIATION, INC.

By: [signature]
Printed Name: [illegible]
Title: [illegible]

FILED FOR
'95 MAY 17

12437 0079

ACKNOWLEDGMENT

THE STATE OF TEXAS §
TRAVIS §
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on the 9th day of May, 1995, by Lee R Webb, in his capacity as Authorized Rep of BH Benton, Inc., general partner of BH Travis Country, L.P., a Texas limited partnership, on behalf of such corporation and partnership

ISABELL VALDEZ
Notary Public, State of
My Commission Expires
JULY 21 1998

Notary Public in and for
The State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of May, 1995, by Mary K Isaacs, in his/her capacity is Vice President of Travis Country Community Service Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

ISABELL VALDEZ
Notary Public, State of Texas
My Commission Expires
JULY 21, 1998

Notary Public in and for
The State of Texas

The foregoing Section Declaration of Covenants, Conditions and Restrictions has been reviewed by the Federal Housing Administration pursuant to the requirements of the Declaration and execution hereof by the Authorized Agent of the Secretary of the Department of Housing and Urban Development shall confirm compliance with all requirements for review by the Federal Housing Administration and constitute approval of the Section Declaration as being in accordance with the general plan heretofore approved by the Federal Housing Administration.

EXECUTED _____, 1995.

FILED

95 MAY 15 AM 11:51

TRAVIS COUNTY, TEXAS

Return:

SHAWN BREEDLOVE/BENTON RESOURCES

301 CONGRESS, SUITE 320

AUSTIN, TX 78701

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, as

MAY 15 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

12437 0081

"ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDIC/ FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED"

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

SECTION DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

TRAILWOOD VILLAGE TWO

AT TRAVIS COUNTRY

2-02-5331

THAT WHEREAS, PARK & HOME SAVINGS ASSOCIATION, a Missouri corporation, authorized to do business in Texas, hereinafter referred to as "DECLARANT", is the Owner of all of the lots, except Lots 60 and 61, Block 6, Lot 48, Block 13 and Lot 30, Block 14, in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 76, Pages 393-395, of the Travis County Plat Records and,

WHEREAS, THE AUSTIN INDEPENDENT SCHOOL DISTRICT, is the Owner of Lot 60, Block 6, of said subdivision; and,

WHEREAS, TRAVIS COUNTRY COMMUNITY SERVICE ASSOCIATION, a Texas non-profit corporation is the Owner of Lot 61, Block 6, Lot 48, Block 13, and Lot 30, Block 14 of said subdivision and is executing this Section Declaration only insofar as it is binding upon said Lot 61, Block 6, Lot 48, Block 13 and Lot 30, Block 14 as Common Area and for no other reason or purpose; and,

WHEREAS, as modified and amended by this Section Declaration, the lots in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY will be subject to the Declaration of Covenants, Conditions and Restrictions dated November 1, 1972, and recorded in Volume 4487, Page 735, of the Deed Records of Travis County, Texas herein called the "Basic Declaration", and

WHEREAS, Declarant desires to adopt certain restrictions for TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, as shown on the map or plat of record in Volume 76, Pages 393-395, Plat Records of Travis County, Texas, NOW, THEREFORE,

W I T N E S S E T H

For and in consideration of the mutual benefits to the Declarant and future owners of lots in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, an addition in Travis County, Texas, as shown upon the map or plat of record in Volume 76, Pages 393-

DEED RECORDS
Travis County, Texas

6578 1059

395, of the Plat Records of Travis County, Texas, the following restrictions are hereby impressed on TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, excepting only Lot 60, Block 6, to-wit:

2-02-5432

SECTION 1. ADOPTION AND MODIFICATION OF THE BASIC DECLARATION

1 01 Except as modified by the provisions of Section 1.02 hereof, TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY is hereby made subject to that certain Declaration of Covenants, Conditions and Restrictions, dated November 1, 1972, recorded in Volume 4487, Page 736, et seq., of the Deed Records of Travis County, Texas, which Declaration is incorporated herein by reference and referred to as the "Basic Declaration"

1 02 The Basic Declaration is hereby modified as follows

1 0201 "Declarant" shall mean and refer to Farm & Home Savings Association, its successors and assigns, if such successors and assigns should acquire all of Farm & Home's interest in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY

1 0202 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation The term "Owner" shall not include a Builder

1 0203 "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a lot in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY for the purpose of resale thereof to a public purchaser

1 0204 "Public Purchaser" shall mean the first person or entity other than the Declarant or a Builder who becomes an Owner of any lot within TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY

1 0205 The following rules shall apply to Builders and Builder's rights in, and duties to, the Association

a A Builder will have no vote in the affairs of the Association

b From the first day of the month next following the date a Builder signs a contract with Declarant to purchase a Single Family Residence lot in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, until said lot is conveyed to a Public Purchaser, the Builder shall pay to the Association for each such lot, the same assessment as that paid by the Class B Member

c. Until a deed is delivered by Declarant conveying a legal title to a lot to a Builder, the Declarant will have and exercise six (6) votes for each such lot.

2-02-5833

SECTION 2. LAND USE

2.01. Lot 60, Block "6", is designated as a site upon which construction and development of a public school shall be permitted. Should said site not be developed as a public school, or should such use ever be terminated it is the intent of the Declarant that such lot should be restricted to single family residence use.

2.02. Lot 61, Block "6", Lot 48, Block "13", and Lot 30, Block "14" are Common Area

2.03 Lot 14, Block "12", is a site upon which commercial development in the nature of local retail sales and service oriented uses shall be permitted Should said site not be developed for such commercial uses, or should such commercial uses ever be terminated on the entire site, then said tract shall be restricted to single family residence use

2.04 Except for Lots 60 and 61 Block "6" Lot 14, Block "12", Lot 48, Block "13" and Lot 30 Block "14" all other lots in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY shall be used for no other purpose than the site for one detached, Single Family Residence, not to exceed two stories in height together with an attached garage for not more than three cars. PROVIDED, HOWEVER, that the Declarant or its nominee or agent shall have the continuing right to maintain a sales office for so long as Declarant shall deem it necessary on any Single Family Residence lot in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, and no Builder, Owner, or the Association shall have standing to object to the maintenance or location of such office

SECTION 3 RESUBDIVISION.

By acceptance of a deed or by acquiring any ownership interest in any real property included within TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, each such Owner, for himself or itself, his heirs, personal representatives, successors transferees and assigns, thereby grants unto the Architectural Committee a continuing POWER OF ATTORNEY authorizing the said Architectural Committee, acting through its duly authorized officers, to execute on behalf of each such Owner, any instrument necessary to vacate the plat of TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY recorded in Volume 74, Pages 393-395 of the Plat Records of Travis

County, Texas under the following conditions:

3.01. that said vacation is required by any governmental entity having jurisdiction over the subdivision of such land in order to file a resubdivision plat of a fraction of any residential lot or to resubdivide Lot 14, Block "J" or Lot 60, Block "6". 2-G2-5934

3.02 that the Owner(s) of the Lots whose boundaries are changed by the replatting have personally signed and acknowledged such vacation instrument and the successor subdivision plat.

3.03. that none of the restrictions in force upon such land at the time of the vacation and replatting are removed or altered except in accordance with the method provided therefor in the documents creating such restrictions

3.04 that the successor plat will specifically adopt by reference the deed restrictions existing on the land at the time of the replat

3.05 that no single family residence lot shown on the plat to be vacated will be significantly reduced in size, such significance to be determined by the Architectural Committee PROVIDED, HOWEVER, that no change affecting less than ten percent (10%) of the area of any such lot shall be deemed a significant reduction

3.06. that no Common Area will be lost as a result of any such replatting

SECTION 4 MINIMUM SINGLE FAMILY RESIDENCE SIZE

4.01 On Lots 15 through 29, Block "J4" and Lots 27 through 43, Block "6" the ground floor area of the main structure exclusive of one-story open porches and garages, shall contain not less than 1350 square feet for a one-story or split level Single Family Residence not less than 1000 square feet for a Single Family Residence of more than one story, nor less than 1650 square feet for the combined areas of the first and second floors of any Single Family Residence

4.02 On Lots 1 through 17, Block "J", Lots 24A through 56, Block "J", Lots 22 through 47, Block "J" Lots 13 and 14 Block "J4" and Lots 44 through 59, Block "6" and Lot 60 Block "6" if such lot is ever resubdivided for Single Family Residence use as provided in Section 2.01 hereof the ground floor area of the main structure, exclusive of one-story porches and garages, shall contain not less than 1500 square feet for a one-story or split-level Single Family Residence, nor less than 1000 square feet for a Single Family Residence of more than one story, nor less than 1600 square feet for the combined areas of the first and second floors of any Single Family Residence

4.02. On Lots 9 through 15, Block "1", Lots 24 through 30, Block "2", Lots 18 through 26, Block "6", Lots 1 through 13, Block "12", Lots 18 through 21, Block "13" and Lots 1 through 12, Block "14", Lot 14, Block "12", and 2-02-5935
Lot 57, Block "11", if such lot is ever used for Single Family Residence use as provided in Section 3.03 hereof, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1700 square feet for a one-story or split level Single Family Residence, not less than 1100 square feet for a Single Family Residence of more than one story, nor less than 1900 square feet for the combined areas of the first and second floors of any Single Family Residence

SECTION 5. BUILDING LOCATION

5.01 No building shall be located nearer to any interior side lot line than five (5) feet

5.02 No building shall be located nearer than five (5) feet to any rear lot line

5.03 For the purpose of this Section, eaves, steps and open porches shall not be considered as part of the building PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot

SECTION 6 EASEMENTS

6.01 Easements for public utilities and for other purposes are reserved as shown upon the recorded plat

6.02 Easements five (5) feet in width are reserved on each side of all Single Family Residence lot lines as needed for adequate drainage of the other lots Within these drainage easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements PROVIDED, HOWEVER, that a privacy fence may be built provided it is installed in such a manner that it will not change the direction of flow of water through the drainage channels or swales in the easements

SECTION 7 FENCES

7.01 All fences shall be of wood and/or masonry construction and shall not extend nearer to the front street than the front wall of the principal building, nor nearer to any side street than the minimum set back line."

7.02 No fence shall exceed six (6) feet in height

7.03. Wooden fences of a solid type shall be constructed so that the framing to which the slats are nailed shall be on the inside of the fence 2-02-5936

SECTION 8. MASONRY

8.01 Not less than seventy-five percent (75%) of the exterior wall area of the first floor of single family residences constructed on lots in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY shall be of masonry construction.

8.02 The Architectural Committee shall have the authority to modify or waive the requirements of Section 7.01 when considered in harmony with the community and not to adversely affect the value of surrounding property

8.03 In computing the area to be covered by masonry, door and window openings on a masonry wall shall be considered to be masonry The area to be covered by masonry shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable

SECTION 9 ROOFS

9.01 No metal roof shall be permitted on any lot in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY

9.02 A built-up roof shall be permitted only on residences constructed with flat roofs

9.03 On Lots 9 through 15, Block "1", Lots 1 through 13 Block "12", Lots 24 through 38, Block "2", Lots 18 through 26 and Lots 44 through 59, Block "6", Lots 1 through 14, Block "14", Lot 1, Lots 18 through 38, and Lots 47, Block "13", and Lots 24-A through 29, Block "11" roofs shall be constructed of cedar shakes, wood shingles, tile or slate

SECTION 10 CHIMNEYS

All chimneys constructed on residences in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY shall be constructed of masonry or masonry veneer including that part of the chimney visible above the roof of any structure

SECTION 11. MAILBOXES

All mailboxes and their mounting posts shall conform to a uniform design approved by the Post Office Department and the Architectural Committee

SECTION 12. DRIVEWAYS

All driveways constructed on any lot in TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY shall be of concrete and no asphalt driveways shall be permitted. 2-02-593

SECTION 13. SIDEWALKS

13.01. Builders shall install sidewalks in accordance with the standards for residential sidewalk construction in the City of Austin and upon the approval of the Architectural Committee, between the property line and the curb line adjacent to the following lots

13 0101 Lots 9 through 15, Block "1" Lots 1 through 14, Block "12", Lots 24 through 38, Block "2", Lots 18 through 26, Block "6", Lots 1 through 12, Block "14" and Lots 18 through 21, Block "13", all adjacent to Travis Country Circle

13 0102 On the North side of Lot 57, Block "11" adjacent to Travis Country Circle

13 0103 Lots 27 through 44, Block "6" and Lots 14 through 29 Block "14" adjacent to Sendero Drive and Pebblestone Court

13 0104 West side of Lot 14, Block "12", West side of Lot 26, Block "6", East side of Lot 1, Block "14", adjacent to Sendero Drive

13.0105 West side of Lot 12, Block "14", Lots 13 and 14, Block "14", Lots 44 through 59, Block "6", the East side of Lot 21, Block "13", Lots 22 through 38, Block "13", South side of Lot 47 and Lot 1, Block "13", Lots 24-A through 29, Block "11", adjacent to Trail West Drive and Sapling Cove

13 0106 Lots 1 through 17, Block "13" and the West side of Lot 18, Block "13" adjacent to Twisted Tree Drive

13 0107 The East side of Lot 1, Block "12" adjacent to Copperwood Drive

13 0108 The West side of Lots 30 through 33 Block "11" adjacent to Twisted Tree Cove

13 0109 The West side of Lot 38 Block "13", and Lots 39 through 42, Block "13" adjacent to Mesquite Spring Cove

13.0110 Lots 38 through 41, Block "11" adjacent to Split Cedar Cove.

13.0111 West side of Lot 38, Block "3", adjacent to High Meadow

2-02-5838

SECTION 14. DOGS ROAMING AT LARGE

14.01. Except when a dog is under the immediate personal supervision and command of its owner or handler, every dog shall be kept physically restrained from leaving the lot of the owner or handler of such dog

14 02 Permitting a dog to leave the premises of its owner or handler while not under the personal supervision and command of said owner or handler is declared to be a nuisance

SECTION 15 SEWERAGE SERVICE

15 01 The Declarant, for each lot owned within TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY, hereby covenants (and Builder, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree) to pay to TRAVIS COUNTY UTILITY DISTRICT, INC . or its designee, annual assessments or charges for sewerage service, which assessments, or charges together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or charge fell due

15 02 The personal obligation of delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor

15 03 Charges for sewerage services provided to the occupants of each Single Family Residence connected to the sewerage system will be set by the Board of Directors of TRAVIS COUNTY UTILITY DISTRICT, INC . in a uniform manner throughout TRAVIS COUNTY

15.04. Charges for sewerage services provided to the occupants of each commercial structure connected to the sewerage system will be set by the Board of Directors of TRAVIS COUNTY UTILITY DISTRICT INC . in a manner which shall reflect the impact on the sewerage system of the specific commercial use, and such commercial rates may differ from the rates charged to Single Family Residence users

15.05. The Board of Directors of the TRAVIS COUNTY UTILITY DISTRICT, INC . may increase the maximum annual assessment each year by not more than 10% above the maximum assessment for the previous year

15 %. The maximum annual assessment may be increased by more than 10% over the maximum annual assessment for the previous year by a concurrent vote of the Board of Directors of TRAVIS COUNTY UTILITY DISTRICT, INC., and a majority vote of the TRAVIS COUNTY COMMUNITY SERVICE ASSOCIATION, INC.

2-02-593

15.07 Sewerage charges will be charged on a pro-rata basis from the date a Single Family Residence or commercial structure is connected to the sewerage system until the date of its disconnection, or date of annexation to the City of Austin, whichever occurs first.

15.08 Upon the assumption by any governmental authority of the obligations of TRAVIS COUNTY UTILITY DISTRICT, INC , to provide sewerage services, the lien established herein shall be transferred to and shall run for the benefit of such governmental authority.

SECTION 16 TERM AND AMENDMENT

16.01 The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

16.02 This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than 90% of the owners of Lots in this Section, and thereafter by an instrument signed by not less than 75% of such lot owners.

16.03 To be effective any amendment must be recorded.

SECTION 17 SEVERABILITY

17.01. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SECTION 18 DEVIATIONS

The Architectural Committee may grant deviations from the restrictions set forth in Sections 7 through 10 hereof. Such approval shall require the affirmative vote of two (2) of the members of the Architectural Committee to be effective.

SECTION 19 CONFIRMATION OF BASIC DECLARATION

19.01 Except as modified herein, the Declaration of Covenants, Conditions and Restrictions of record in Volume 4487 Pages 736, et seq of the Deed Records

of Travis County, Texas, are hereby ratified, confirmed and declared to be Covenants, Conditions and Restrictions appurtenant to TRAILWOOD VILLAGE TWO AT TRAVIS COUNTY

EXECUTED this 10 th day of May, 1979

2-02-5940

(CORPORATE SEAL)

ATTEST:

Robert D Harter
Assistant Secretary

FARM & HOME SAVINGS ASSOCIATION

By James E. Patterson
Sr. Vice President

ATTEST:

(CORPORATE SEAL)

Kathy S Newell, Secretary

TRAVIS COUNTY COMMUNITY SERVICE ASSOCIATION INC

By: Robert D Harter President

The foregoing Section Declaration of Covenants, Conditions and Restrictions has been reviewed by the Federal Housing Administration pursuant to the requirements of the Basic Declaration and execution hereof by the Authorized Agent of the Secretary of the Department of Housing and Urban Development shall confirm compliance with all requirements for review by the Federal Housing Administration and constitute approval of the Section Declaration as being in accordance with the general plan heretofore approved by the Federal Housing Administration

EXECUTED this 21st day of MAY, 1979.

(NO SEAL)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ACTING BY AND THROUGH THE FEDERAL HOUSING COMMISSIONER

By [illegible]
Finis E. Jolly, Area Manager
Department of Housing and Urban Development, San Antonio Area Office

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. PATTERSON, Sr Vice President of FARM & HOME SAVINGS ASSOCIATION, 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 and as the act and deed of said corporation

Given under my hand and seal of office this the 1st day of May, 1979

NOTARY SEAL

Notary Public in and for Travis County, Texas

Claudia M M'Shane

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Hallier President of TRAVIS CENTRY COMMUNITY SERVICE ASSOCIATION, INC., 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, and as the act and deed of said corporation. 2-02-5841

Given under my hand and seal of office, this the 10 day of May, 1979

NOTARY SEAL

Notary Public in and for Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared TRAVIS E. JOLLY, Area Director of the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Agency and that he executed the same as the act of such Agency for the purposes and consideration therein expressed, and in the capacity therein stated

Given under my hand and seal of office this the 21 day of May, 1979

NOTARY SEAL

Notary Public in and for Bexar County, Texas

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, as stamped hereon by me, on

MAY 29 1979

FILED
MAY 29 4 37 PM '79

COUNTY CLERK
TRAVIS COUNTY, TEXAS

6578 1069

Return to Heritage title

FILM CODE 00005295466

1348 2

SUPPLEMENTAL DECLARATION FOR RESUBDIVISION
OF LOT 14, BLOCK 12, TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY,
VILLAGE PARK 3 AT TRAVIS COUNTRY, AND
VILLAGE PARK 4 AT TRAVIS COUNTRY

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, BP Travis Country, L P ("Owner") and Travis Country Community Service Association, Inc executed that certain Section Declaration to Declaration of Covenants, Conditions and Restrictions of Travis Country Inc (the "Section Declaration") dated May 9, 1995, such Section Declaration having been recorded in Volume 12437, Page 73 of the Real Property Records of Travis County, Texas

WHEREAS, Section 6 of the Section Declaration provides certain requirements for the minimum sizes of the main structure, exclusive of open porches and garages, and first floor areas of residences to be constructed on the Lots (as defined in the Section Declaration) and provides certain percentage allocations with respect to the Lots as to which minimum sized main structures may be constructed on such Lots, and

WHEREAS, Owner is the owner of the lots described on Exhibit A attached hereto (the "Subject Lots") which constitute a portion of the Lots covered and affected by the Section Declaration

NOW THEREFORE, in order to give further effect to Section 6 of the Section Declaration, the following restrictions are hereby impressed on the Subject Lots

1- On at least eighty-eight (88) of the Subject Lots, the main structure exclusive of porches and garages shall not be less than 1 500 square feet,

2 On at least one hundred sixty (160) of the Subject Lots exclusive of the eighty-eight (88) Subject Lots referenced in 1 above and the thirty-six (36) Subject Lots referenced in 3 below, the main structure, exclusive of open porches and garages, shall not be less than 1 800 square feet and

3 On at least thirty-six (36) of the Subject Lots exclusive of the eighty-eight (88) Subject Lots referenced in 1 above and the one hundred sixty (160) Subject Lots referenced in 2 above, the main structure, exclusive of open porches and garages, shall not be less than 2 100 square feet

DANA DEBEAUVOIR
COUNTY CLERK

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12455 0571

4 The restrictions contained in this Supplemental Declaration shall run with and bind the Subject Lots for the same term as the Section Declaration and the Declaration (as defined in the Section Declarrtion)

5 This Supplemental Declaration may be amended in the same manner as provided in Section 16 2 and Section 16 3 of the Section Declaration

6 To the extent of any conflict between this Supplemental Declaration and the Section Declaration, the Section Declaration shall control

Executed this 22nd day of May, 1995

BH TRAVIS COUNTRY, L P

By BH Benton, Inc
General Partner

By _____
Name Brian Kuska
Title Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22 day of May, 1995, by Brian Kuska Vice President of BH Benton Inc a Texas corporation, General Partner of BH Travis Country L P , a Texas limited partnership, on behalf of said limited partnership

ODNETTE CALHOUN
NOTARY PUBLIC
STATE OF TEXAS
COMM EXP 04/11/99

_____
Notary Public in and for
the State of T E X A S

My Commission Expires

_____
Printed Name of Notary Public

FILED FOR RECORD
IP .1 197.5

EXHIBIT A

SUBJECT LOT DESCRIPTION

(1) All lots in Village Park 3 at Travis Country, a subdivision of record in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 75-77, Plat Records of Travis County, Texas

(2) All lots in Village Park 4 at Travis Country, a subdivision of record in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 28-30, Plat Records of Travis County, Texas

(3) Lots 1-7 in Resubdivision of Lot 14, Block 12, Trailwood Village Two at Travis Country, a subdivision of record in Travis County, Texas, according to the map or plat of record in Volume 90, Page 3, Plat Records of Travis County, Texas

FILED

95 JUN -9 AM 9 19

STATE OF TEXAS COUNTY OF TRAVIS

JUN 9 1995

COUNTY CLERK
TRAVIS COUNTY TEXAS

ELECTRONICALLY RECORDED 2012145195

TRV 5 PGS

CERTIFICATE OF ADOPTION

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

The undersigned, James Wilkinson, qualified and acting President of The Parke at Travis Country Condominium Owners Association, Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the following documents attached hereto as Exhibit A is a true and correct copy of the Architectural Guidelines – Form ARA – Improvements of Existing Structures or Grounds which were adopted by unanimous written consent of the Association's Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this certificate as President on behalf of the Association on the 30th day of August, 2012.

James A. Wilkinson III
James Wilkinson, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 30th day of August 2012, by James Wilkinson, President of the Travis Country Condominium Owners Association, Inc., on behalf of said non-profit corporation.

A. TINA GUTIERREZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-07-2014

A. Tina Gutierrez
Notary Public Signature

THE PARKE AT TRAVIS COUNTRY
ARCHITECTURAL GUIDELINES – FORM ARA

Improvements of Existing Structures or Grounds
General Policies

A. Application Information and Procedures

1. All requests for architectural changes must be submitted in writing to The Parke at Travis Country Architectural Committee (PTCAC), c/o Alliance Association Management. An application form may be obtained by contacting:
   Alliance Association Management
   115 Wild Basin Road, Ste #308
   Austin, TX 78746
   328-6100
   328-6178 fax
   Vangie Bocanegra 347-2863

2. The PTCAC will review each request submitted in a timely manner and will respond to homeowner regarding its decision no later than thirty (30) days from date request is submitted.
   a) Should the PTCAC deny any request, the homeowner may appeal such decision in writing to the PTCAC; such appeal should include any additional information that might clarify the request or demonstrate reasons for its acceptability.
   b) If the PTCAC denies this appeal, the applicant may then make a final appeal to the Parke at Travis Country Board of Directors (PTCBD).
   c) Such appeal must be submitted to the PTCBD within thirty (30) days of the PTCAC's final decision, and must be presented in writing along with all supporting documentation.
   d) All such appeals may be sent to the management company described in Section A-1 herein.

3. Any improvements or additions to any existing building or any exterior alteration or change to any existing building must have written approval from the PTCAC before work may be undertaken.

4. Any addition, exterior alteration, or change to any existing building shall be consistent with the design, character, exterior finish and color of the original structure.

5. Approval of any project by the PTCAC does not waive the necessity of obtaining the required City of Austin permits.

6. Obtaining City permits does not waive the need for PTCAC approval.

7. Failure of the PTCAC to respond to any request(s) for change within 30 days ***shall not be deemed as approval.***

B. Plans and Specifications

To properly review proposed improvements or structural alterations of existing structures, an applicant shall submit required application: ARA-1, Architectural Request Application.

EXHIBIT A

C. *Building Alterations and Additions*

1. Any addition, exterior alteration, or change to any existing building shall be compatible with the design, character, exterior finish and color of the original building.

2. Only the exterior materials existing on the parent structure or those compatible with the architectural design character of the community will be approved. In concordance with this, it has been determined that the following design elements are unacceptable:
   a) Siding of all types
   b) Plastics
   c) Glass (except glass used in the replacement of windows)

3. Each homeowner is limited to 100 square feet of impervious coverage on their property. Impervious coverage is a structure such as concrete patio that prevents the natural drainage of water on the property. Please refer to the following guidelines when building impervious structures.
   a) Structures such as stone patios that are created with concrete mortar also create an impervious structure.
   b) Any changes or additions of concrete will require a reduction of the same amount to the original patio.
   c) The entire dimensions of any concrete pilings used in the construction of decks will also be considered as part of the 100 square foot allotment.
   d) The original 10x10 patio as installed by Morrison constitutes the total 100 square feet of impervious coverage as allotted to the homeowner.

4. All decks must be built using quality wood or composite wood materials (that are of natural wood coloring) and must be maintained at their natural color, weathered color, or stained color.
   a) Decks may not be painted to match the trim of the home.
   b) Pressure-treated pine material for any structural element of a deck is prohibited.
   c) Deck construction must include skirting or finished edges.

5. Arbor materials must match those of the decking and structural plans for the entire arbor must be submitted for approval prior to construction.
   a) Only wood arbors will be permitted
   b) Arbors must not be painted to match the trim of the house.
   c) Awnings, metal covers, and covers of any solid material are prohibited.

6. Fencing or non-vegetative screening:
   a) All fencing must be pre-approved and must follow strict guidelines as described in Article 16 of the Declaration of the Parke at Travis Country Condominiums.
   b) Any fence or screen must have the approval of the PTCAC before installation is undertaken.

D. *Exterior Lighting*

1. Exterior lighting requests must be submitted for approval.

2. Exterior lighting shall be permitted as long as lighting is directed in such a manner as to create no annoyance to adjacent properties.

3. All exterior lighting must be in conformance with existing lighting and must complement the architectural character of the home and the community.

4. Yard lighting such as lighting of trees, solar path lighting, solar plant bed lighting, etc. must be directed away from neighbors' homes and must not intrude upon neighbors' yards or privacy.

5. Lighting used in holiday decorations are governed by the community Holiday Decoration Guidelines. If you have not received a copy of the Holiday Decoration Guidelines, please contact Alliance Management

E. Exterior Antennas/Satellite Dishes

1. Exterior antennas of any type are prohibited.

2. Satellite dishes larger than 24" diameter are prohibited.

3. Satellite dishes less than 24" in diameter are permitted, provided they are located as inconspicuously as possible, toward the rear of the house and below the roof line.

F. Swimming Pools, Play Equipment, Playscapes and Other Large Items

The Parke at Travis Country was developed as a multi-family residential area with guidelines that were intended to maintain a standard of uniformity, neatness, and property value. Residents are reminded that The Parke at Travis Country is a condominium community, where yards are common community areas that are maintained and managed by the Homeowners Association. Therefore, property owners and lessees are expected to adhere to the following guidelines:

1. Temporary inflatable or plastic children's pools, tents, basketball goals, etc. are not permitted to be left in front or back yards overnight.

2. These items may be used by residents but must be removed from the yards and placed out of sight when not in use.

3. Playhouses, sandboxes, playscapes, dog houses, bbq grills, benches, tables, etc. which are not removed nightly must be approved by the PTCAC.

4. Such approvals will be conditioned on ability to provide visual buffering.

5. Large items such as statues, fountains, etc., may not be placed in front or back yards without written approval of the PTCAC.

6. Storage buildings of any material are prohibited.

G. Other Permanent Structures

1. No additional buildings/structures are allowed. Nothing that is enclosed or that appears to be enclosed is allowed. Prohibited structures include, but are not limited to, storage buildings, playhouses, sunrooms, greenhouses, bonus rooms, playrooms, gazebos. No structure that is built primarily off-site is allowed.

IF THERE ARE ANY DISCREPANCIES IN THESE GUIDELINES FROM THE PARKE AT TRAVIS COUNTRY CONDOMINIUM DOCUMENTS, THE CONDOMINIUM DOCUMENTS SHALL PREVAIL.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
August 30 2012 12:48 PM
FEE: $ 32.00 2012145195