

THE STATE OF TEXAS *
COUNTY OF TRAVIS *

KNOW ALL PERSONS BY THESE PRESENTS:

11:00
RE.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMERWOOD II HOMEOWNERS
ASSOCIATION OF AUSTIN

10:42 AM 7427
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910941.76-DOC#
39.97-CMK#

WHEREAS, on or about September 15, 1977 J-L-P Development Corporation filed of record the Declaration of Covenants, Conditions and Restrictions Summerwood II Homeowners' Association of Austin, hereinafter called the "Original Declaration", under Clerk's File No. 1374, Film Code No. 1-60-3496, at Volume 5916, Page 359 of the Deed Records of Travis County, Texas; and

WHEREAS, ARTICLE XIV, General Provisions, Section 4, Duration and Amendment states that during the initial thirty (30) year period, the Original Declaration may be amended by a written instrument signed by ninety percent (90%) of the Owners of the lots; and

WHEREAS, the signature pages attached hereto bear the signatures of at least ninety percent (90%) of the owners of the lots in the Summerwood II Homeowners' Association of Austin, which owners have approved the below described amendment;

Now, therefore, the following amendment is hereby made to the Original Declaration:

I.

ARTICLE IV, Covenant For Maintenance Assessments, Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. and Article V, Covenant for Exterior Maintenance of Lots, Section 8, Effect of Nonpayment of Assessments: Remedies of the Association. are each hereby amended to read as follows:

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association.

- (a) Any annual assessment, late charge, fine or penalty, interest, attorney's fees, special assessment, assessment for exterior maintenance, or any other amount owed to the Association as established by the Original Declaration and By-Laws, not paid within 30 days after the due date shall be delinquent and shall bear interest

at the highest rate allowed by law from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose its liens established in the Original Declaration against the Owner's lot or lots in the Subdivision. The Association may resort to all other remedies at law, or equity, or as set out in the By-Laws. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her interest in or the nonuse of the common areas or abandonment of his or her interest in a lot.

(b) The Association may foreclose its liens as established in the Original Declaration against the Owner's interest in any lot in the Subdivision, including all rights appurtenant thereto in like manner as a deed of trust or contractual lien by nonjudicial foreclosure in accordance with Section 51.002 of the Texas Property Code or any future amendments or recodifications thereof, without waiving its right to also proceed against the Owner on the Owner's personal liability. Each Owner, by acceptance of a deed to a lot in the Subdivision hereby expressly vests in the Association, acting by a majority vote of its Board of Directors, a power of sale to foreclose the liens set out in the Original Declaration. The Association may exercise its power of sale by appointing a Trustee, who may be removed and replaced at any time by a resolution of a majority of the Board of Directors, to act on behalf of the Association in foreclosing the liens established in the Original Declaration, and such designation or removal may be made without any formality other than a written appointment. The Board, acting on behalf of the Association, shall have the power to bid upon any property sold pursuant to this power of sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in

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the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner, his heirs, assigns, executors, personal representatives, and administrators. In the event any sale is made under this power, the former Owner, his tenants and other persons in possession under him, shall forthwith, upon the making of the sale, surrender and deliver possession of the property to the purchaser at the sale, and in the event of their failure to do so, any occupants shall become tenants at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict these persons by a proceeding brought in the Justice of the Peace Court of Travis County, Texas. Any personal property left on the premises and not reclaimed within 10 days of the date of sale, shall be conclusively presumed to have been abandoned by the former owner, his tenants or other parties in possession under him.

(c) It is the express intention of this amendment not to release or otherwise discharge the liens in the Original Declaration, but to extend and renew the same.

To witness our approval of these Amendments, we have caused our signatures to be signed as of the date indicated on the attached signature pages.

RET

GUARANTY FEDERAL BANK

P.O. BOX 1149

AUSTIN, TX. 78707

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