

**AMENDMENT TO ENABLING DECLARATION  
FOR ESTABLISHMENT OF A CONDOMINIUM FOR  
NORTH PARK PATIO HOMES;  
OCTOBER, 2000**

*OK*

Whereas the Enabling Declaration for Establishment of a Condominium for North Park Patio Homes is recorded in Volume 9305, Page 725 of the Real Property Records of Travis County, Texas and dated February 7, 1985; and

Whereas the First Amendment to Enabling Declaration for Establishment of a Condominium for North Park Patio Homes is recorded in Volume 9311, Page 668 of the Real Property Records of Travis County, Texas and dated August 15, 1985; and

Whereas the Enabling Declaration and the First Amendment (together the "Declaration") allow for amendment of the Declaration and whereas the requisites for amendment have been met, the Declaration is hereby amended as follows:

1. Paragraph VII(K) is hereby amended to delete the language that is struck through and insert the language that is underlined:

~~"Any shrubs, yards or landscaping which falls within an exterior portion of a condominium unit as shown on Exhibit "A" and as described in Paragraph V shall be maintained by the Board of Governors as a common element expense as long as that portion remains easily accessible and unfenced. In addition, the Board of Governors shall maintain as a common element expense the following exterior improvements, which maintenance shall consist of painting, staining or treating exterior wooden and metal surfaces visible from the exterior portions of the condominium project and of repair, replacement or other necessary care of: (1) roofs, gutters and downspouts, (2) (1) lawns, shrubs, trees and other growing plants installed by Developer and lying outside of a unit's fence, and (3) (2) any common sprinkler system or other common watering device. This maintenance shall not include garage door opening equipment, air conditioning equipment, glass surfaces, masonry walls, window, gate and door fixtures and hardware, growing plants installed by a condominium unit owner, light fixtures not installed by Developer, utility meters, circuit breakers, switch panels, and any water, sewage or cable television systems lines within a condominium unit. Notwithstanding any language to the contrary in this Declaration, individual owners shall also be responsible for all exterior repair and maintenance of their units, including but not limited to painting, staining, treating, or otherwise repairing or replacing all exterior building surfaces (including the roofs) and maintaining and repairing all improvements lying within the owner's fence. Owner's maintenance responsibilities include without limitation any needed deck repair/resurfacing, maintenance of any sprinkler system lying within the fence area, all landscaping lying within the fence area, and the fence itself. Repairs/replacements must be in the same or a similar material as reasonably possible, including color, composition, materials, etc. All plans for exterior repairs and replacements must be submitted to the Board of Directors, and no alterations or repairs may be made without the prior written approval of the Board of Directors. The Board must maintain a list of pre-approved building materials (including without limitation roofing materials) for use by the owners. The Board may update and amend this list as reasonably necessary. The unit shall be maintained in reasonable condition so that the aesthetic harmony of the community is maintained in the Board's reasonable discretion. If an owner fails to perform his maintenance responsibilities under this Declaration, after reasonable notice, the Association may cause those duties to be performed and assess the owner's account for the cost of the repairs or maintenance, and such assessments shall be collectable as other assessments under this Declaration.~~

2. Paragraph VII (N) is hereby amended to delete the language that is struck through and insert the language that is underlined:

“And such assessments shall constitute continuing ~~become~~ liens against a respective condominium unit...” [The rest of the language remains the same.]

3. Paragraph XII (J) is amended to delete the word “unanimous” in the first sentence, and in its place substitute the word “two-thirds.” The first sentence now reads:

“If two-thirds or more of the Project (as determined by the vote or written consent of Owners owning at least 51% of the Common Elements in the exercise of their sole discretion) is destroyed or substantially damaged by fire or any other disaster, and if the owners by two-thirds vote or written consent do not voluntarily, within 180 days after determination of the amount....” [the rest of the language remains the same]

4. An additional sentence is hereby added to Paragraph XII (O), and shall be placed between the first and second sentences of the first subparagraph of paragraph O:

“All Owners/Members hereby waive rights of subrogation as to the Council of Co-Owners, officers, directors, agents, guests, employees, and other Owners/Members; and the Council of Co-Owners hereby waives right of subrogation as to the Owners/Members, agents of Owners/Members, guests, and employees.”

5. Paragraph XIX is hereby amended to add the following language to the end of this paragraph:

“The Council of Co-Owners (“Association”) has no obligation to provide the information contained in this paragraph to mortgagees in the absence of receipt of written request from the mortgagee. Mortgagees must submit a written request to the Association each time they desire to obtain this information or an update of this information from the Association.”

6. A new Paragraph XX is hereby added to the Declaration to read as follows:

“(A) *Loans; assignment of revenues; liens, and insurance proceeds.* Loans to the Association and assignment of Association revenues, collection rights, and lien rights may be necessary for the Association to borrow funds for major repairs (fire, hail, windstorm, tornado, explosions, rebuilding, etc.) or for improvements or operation of the Project when reserves may be exhausted or insurance proceeds may not yet be received from the Association’s insurance carrier. The Association has the power to borrow funds for such purposes regardless of the time period of use or the time period for loan payback; and the length of such time period shall not affect the Association’s assessment or lien rights.

If a loan is approved by at least a majority of the Association membership, the Board, acting on behalf of the Association through the appropriate Association officer(s) and without further Association membership approval, shall have the following powers in connection with such loan:

- (1) the power to collaterally assign and convey to the lender a security interest in the Association’s revenues of every kind for the purpose of securing the loan;
- (2) the power to collaterally assign and convey to the lender a security interest in all insurance proceeds due to the Association, as well as all other Association rights under Association insurance policies;

- (3) the power to collaterally assign to the lender all of the Association's lien rights against individual Units that secure monies owed to the Association by the Unit Owners;
- (4) the power to collaterally assign to the lender all of the Association's rights to recover from Unit Owners any monies owed to the Association by the Unit Owners;
- (5) irrevocably execute to the lender, for the duration of the loan, a limited power of attorney for the lender to act on behalf of the Board or the Association in exercising the foregoing rights and all other rights relating to collection of monies due to the Association by Units Owners, including but not limited to (i) contacting Owners, their mortgagees, and tenants, (ii) recording notices of the Association's lien against particular Units that are delinquent, and (iii) foreclosing the Association's lien against such units, and (iv) filing suit to collect moneys owed by the Units Owners to the Association;
- (6) agree with the lender, as a condition of the loan for the duration of the loan, to maintain Unit Owner assessments at a sufficient level to repay the loan, operate the Project in accordance with the Declaration, and create and maintain adequate reserves and to not make additional loans without prior approval of the lender;
- (7) enter into reasonable hold harmless and indemnity agreements with the lender; and
- (8) exercise all rights reasonably necessary for obtaining the loan and the collection of sums due to the Association by others, including but not limited to enforcement of all rights set forth above and elsewhere in this Declaration or applicable statutes.

Collateral assignments and powers of attorney given to the lender may be exercised only upon default by the Association under the loan documents, including but not limited to defaults under note(s), collateral assignment(s) and power(s) of attorney. Exercise of any of the foregoing rights by a lender shall not under any circumstances be deemed as assumption by the lender of any obligations or liabilities of the Association or its Board of Directors."

7. A new paragraph XXI is hereby added to the Declaration to read:

"The Texas Uniform Condominium Act, Texas Property Code Chapter 82, as it may be amended from time to time, is hereby adopted and made applicable in its entirety."

Executed this 10<sup>th</sup> day of November, 2000.

NORTH PARK PATIO HOMES

By: Doris Bryan

Printed Name: Doris Bryan

Title: President

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10<sup>th</sup> day of November,  
2000 by Doris Bryan as President of North Park Patio Homes.



*Jennifer M. Best*  
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Notary Public, State of Texas

nparkamend.183ms

After recording, return to:  
Niemann & Niemann, L.L.P.  
Attn: Connie Heyer  
1122 Colorado, Ste. 313  
Austin, TX 78701

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

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DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS