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**2000 AMENDMENT TO  
AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS,  
THE WOODLANDS HOMEOWNERS ASSOCIATION OF AUSTIN**

Whereas, the Amended Declaration of Covenants, Conditions and Restrictions for The Woodlands Homeowners Association of Austin is recorded in Volume 6879, Page 319 of the Deed Records of Travis County, Texas, and

Whereas, Article XIV, Section 4 of the Declaration allows for amendment of the Declaration, and the requisites for an amendment have been met,

The Declaration is hereby amended as follows

1 Article IV, Section 1 is deleted in its entirety and replaced with the following language

“Section 1 Creation of the lien and personal obligation of assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and deficits, and (3) all other amounts due the Association as allowed herein, such assessments and other charges or amounts to be established and collected as hereinafter provided. The annual and special assessments, and all other amounts due, together with interest, costs, and reasonable attorney’s fees (whether or not a lien or foreclosure is filed or undertaken), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made. The obligation to pay such assessments being part of the purchase price of each Lot when sold to an Owner, an express Vendor’s Lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association, each such lien to be superior and paramount to any homestead or other exemption provided by law. Each such assessment or other charge or amounts due, together with interest, cost, 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 assessments fell due. The personal obligation for delinquent assessments or other amounts due shall not pass to that person’s successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments and other charges shall continue to be a lien upon any such Lot as provided above.”

2 Article IV, Sections 3(a) and (b) are hereby deleted and replaced in their entirety with the following

- “(a) The annual assessment may be increased each year without a vote of the Membership by a maximum of 10% over the previous year’s assessment.
- (b) The maximum annual assessment for any year may be additionally increased (over and above a 10% increase) only by a vote of a majority of all members who are voting in person or by proxy, at a meeting duly called for this purpose.”

3 Article IV, Section 8 of the Declaration is hereby deleted and replaced in its entirety with the following language

“Section 8. Effect of Nonpayment of Assessments Remedies of the Association Any assessment or other amount due the Association not paid within 30 days after the due date shall bear interest from the due date at 10% compounded annually and/or be subject to a late charge as determined by the Board in its discretion. In order to evidence the amounts from time to time secured by such contractual lien, the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by one of the members of the Board of Directors or the Association’s attorney and may be recorded in the office of the county clerk of Travis County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner’s Lot. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale and mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law.

Each Owner, by accepting the deed to his Lot, shall be deemed to have expressly granted to the Association a power of sale on his Lot to secure payment of the common assessments and other charges thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay all costs and expenses of such proceedings, the cost and expenses for filing a notice of claim or a lien, and all reasonable attorney’s fees. No Board member may purchase Woodlands property at a foreclosure sale, either in his individual capacity or through a trustee or any entity in which he owns an interest. However, the Association shall have the right to bid on the Lot at foreclosure sale and to require and hold, lease, mortgage, and convey same, if it is the highest bidder of such foreclosure sale. Without any formality other than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale. Suit to recover a monetary judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same. A lien for any assessment will not be affected by the sale or transfer of the Lot, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Lot Owner from paying further assessments or other charges.”

4 Article VIII, Section 5 is amended to add the following language to the end of the paragraph in order to limit the maximum number of household pets to three pets per Lot

“For purposes of this section, a “reasonable number” of pets shall mean not more than three. Those Owners having more than three house pets as of the date of adoption of this Declaration amendment shall be allowed to keep those pets (such pets shall be “grandfathered”), but upon the death of such pets, additional pets may not be brought in if such addition would entail the number of pets being more than three.”

5 Article VIII, Section 6 is deleted and replaced in its entirety with the following

“Section 6. Antennas and signals The following antennas and satellite dishes are not permitted

- antennas or dishes that only transmit signals,
- antennas or dishes that interfere with reception of video signals by other homes,
- antennas or dishes mounted on roofs or buildings,
- antennas or dishes in common areas, and
- dishes greater than one meter in diameter

Unless prohibited above, an antenna or satellite dish may be installed only. (1) inside the attic, garage or living area of a home, or (2) outside in the back yard or side yard of a home. Outside installation is allowed only if the plans and specifications for location,

attachment, safety and screening are approved in writing by the Environmental Control Committee for compliance with the following standards

The antenna or satellite dish must

- be properly bolted and secured in a workmanlike manner,
- be located behind the home or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a home,
- be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, common area or neighboring home, *and*
- be no higher than the fence or landscaping that is screening it from view.

The Lot Owner is liable for all damages to association property, personal property, animals and persons caused by the Owner's installation of an antenna or dish

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes "

6 Article VIII, Section 2 is hereby amended to increase the minimum lease term from six months to 12 months The first sentence in Section 2 is deleted and replaced with the following language

"Anything contained in Section 1 to the contrary notwithstanding, an Owner may only lease his or her Lot to a tenant for a term of a minimum of 12 months absent prior approval from the Board " [Remaining language is unchanged with the exception that all further references to "six months" in this Section are changed to "twelve months."]

7 Article IX, Section 2 is hereby deleted in its entirety, and the remaining sections in Article IX renumbered accordingly

8. Article IX, Section 3 (which has now become Article IX, Section 2) is deleted in its entirety and replaced with the following language

"Section 2 Complaints by Owners and the Association Owners are encouraged to resolve any complaints with other Owners among themselves if reasonably possible. If the Association believes any Owner is in violation of these restrictive covenants or other bylaws or rules adopted by the Association, it shall so notify such Owner in writing, explaining its reason for such complaint The Board or its designated agent may assess fines against an Owner for violations by the Owner or his family, guests, agents, or tenants of standards of conduct contained in the Declaration, bylaws, rules or other applicable instruments Common facility use rights may also be suspended for violations Each day of a violation may be considered a separate violation if the violation continues after written notice to the Owner, and fines may be applied accordingly

The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association Declaration, bylaws, rules or other applicable instruments The Board shall have the authority to enforce all rules against the Owner's tenants, including collection of fines for violations of the Declaration or bylaws by the tenants Owners are ultimately responsible for payment of fines, damage amounts, or other amounts due the Association from their tenants The Association shall have all available remedies under this Declaration and under applicable law, including the right to (1) institute appropriate legal action, or (2) require any dispute involving one or more

Owners and the Association to be submitted to binding arbitration to be held in accordance with the rules of the American Arbitration Association. The prevailing party in any litigation or arbitration shall be entitled to recover from the other party all costs and expenses thereof, including attorney's fees, in connection therewith."

9 Article IX, Sections 5, 6, 7, 8, and 9 are deleted in their entirety and replaced with the following language.

"Section 5 Fire and Extended Coverage The Association shall obtain and maintain at all times insurance on the Common Elements of the type and kind required by this Declaration (see Article V). The insurance shall be carried in blanket policy form naming the Association as trustee for the benefit of the Owners and for the benefit of all mortgagees of Owners as the insured. In addition, each policy or policies shall identify the interest of each Owner and shall provide for a standard, noncontributory mortgage clause in favor of the respective First Mortgagees. The Association or any insurance trustee is required to hold any proceeds of insurance in trust for Owners and first mortgage holders as their interests may appear of record. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard, if possible, extended coverage provisions for the full insurable replacement cost of the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable.

Each Owner shall purchase replacement-value fire and extended coverage insurance on his own Lot and improvements thereupon and, upon request of the Board, timely furnish the Association proof of such purchase (insurance). If an Owner fails to do so, the Association may, but is not obligated to, do so and the Owner in question shall immediately reimburse the Association for the cost of the policy, relating to the Lot and improvements thereon.

The Association, in order to preserve the integrity of the Woodlands, shall be deemed to have an "insurable interest" in each Lot and may, but is not obligated to, insure such property and improvements within the interior unfinished perimeter walls, floors, and ceiling of each Lot. Any insurance obtained by the Association or an Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners, Association and their respective servants, agents or guests. Owners hereby waive subrogation as to claims against the Association.

If the Owner fails to rebuild after a fire or other catastrophe within a reasonable time as determined by the Board, the Association may rebuild any structure that is covered by insurance and that is destroyed due to casualty and the Owner in question shall immediately reimburse the Association for all costs incurred and related to the rebuilding. Any rebuilding shall be in accordance with the original plans of the improvement to the greatest extent reasonably possible.

Section 6 Liability Insurance The Association shall maintain a policy of comprehensive public liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family, agent, employee, or invitee of an Owner or Occupant, occurring in, or about the Limited or General Common Elements, including, but not limited to walkways, terraces, passageways, driveways, roadways, stairs, or property adjoining Woodlands, which public liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable, provided that the policy limit shall not be less than an amount approved at the Association annual membership meeting covering all claims for personal injury and/or property damage arising out of a single occurrence. In no event

shall the liability policy amount be less than \$1,000,000. In the event that there are ever multiple named insureds on a liability policy, such insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her, or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after 30 days prior written notice to each First Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Owner for liability or damages arising out of the use of his individual Lot and improvements as distinguished from the Common Elements of Woodlands.

Section 7 Fidelity Bond and Directors and Officers Insurance. The Association may maintain or cause to be maintained an adequate blanket fidelity bond covering all persons handling or responsible for funds of or administered by the Association and that such bond shall be of a kind and in an amount the Association deems necessary for the protection of the Owners. The Association shall have the right, but not the obligation, to purchase Directors and Officers insurance with Association funds.

Section 8 Owners Personal Property Insurance. An Owner of a Lot may obtain at his cost and expense such additional insurance (over and above that insurance required by this declaration) as may be necessary to insure his Lot and the fixtures and improvements thereon.

Section 9 Coverage Not Limited. Nothing in this Declaration shall in any way limit the insurance coverage of the property.”

10 Article X, Section 2 is hereby amended to add the following sentence to the end of the paragraph

“Owners may appeal any decision of the Environmental Control Committee to the Board by submitting written notice of such appeal to the president of the Board or the Association’s managing agent within 10 days after receiving notice of the Environmental Control Committee’s decision. The Board’s decision shall be final.”

11 Article XIV, Section 4 is deleted in its entirety and replaced with the following language.

“Section 4 Duration and Amendment. All the restrictions set forth herein shall continue and be binding for a period of 30 years from the date of this instrument, and shall automatically be extended thereafter for successive periods of 10 years, provided, however, that the Declaration may be amended by an affirmative vote of the Owners of 67% of the Lots. Any such amendment shall be filed of record in the Real Property Records of Travis County, Texas.”

12 Article XIII, Section 3 is deleted and replaced in its entirety with the following language.

“Section 3 Annual audits. The Association shall, in the Board’s discretion, conduct an annual audit, review, or other similar study each year. Upon written request of an Owner or a first mortgagee, the Association shall furnish to the person so requesting a copy thereof upon payment of reasonable copy charges.”

13 Article IX, Section 1 is hereby amended to add the following language to the end of the paragraph

"The Association shall have the right, but not the obligation, to mow, trim, and otherwise maintain the front yards of the Lots, including without limitation maintaining trees up to four inches in diameter. Any such lawn maintenance work not performed by the Association shall be the responsibility of the individual Owners."

14 Article VIII, Section 24 is deleted in its entirety and replaced with the following language

"Section 24 Garages and parking No garage may be used by other than the Owner of a Lot on which the garage is situated or his or her family or bona fide guests or tenants. All garage doors shall be closed at all times except as may be necessary for entry and exit of vehicles and persons. Nothing may be stored in the garage so as to prevent cars from being able to park in the garage. Vehicles must be parked in the garage whenever possible. Habitual parking on streets within the community is prohibited."

15 A new Section 26 is added to Article VIII to read as follows

"Section 26 Garage sales. Garage sales, estate sales, and other such sales are limited to one sale per Lot per year."

Executed this 10<sup>th</sup> day of May, \_\_\_\_\_, 2000

**THE WOODLANDS OF AUSTIN  
HOMEOWNERS ASSOCIATION, INC.**

By C. Thomas Camp

Title President

Printed name C. THOMAS CAMP

STATE OF TEXAS  
COUNTY OF TRAVIS

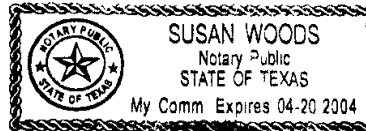
This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2000, by C. Thomas Camp, President of The Woodlands of Austin Homeowners Association, Inc.

Susan Woods

Notary Public, State of Texas

woodlandamend 158ms

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



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