



**ALTA VISTA HOME OWNERS ASSOCIATION**  
**FIRST AMENDED DECLARATION**  
**OF RESTRICTIONS**  
**EFFECTIVE JANUARY 1, 2007**

Alta Vista, Inc., a/k/a Alta Vista Home Owners' Association, Inc., is the owner of the Common Area referred to in the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 6816, Pages 1241-1264, and as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Volume 6816, Pages 1238-1240, and the Declaration of Restrictions filed in Volume 6169, Pages 1858-1866. Upon the vote of a majority of the Owners of the Lots, the Board has approved this First Amended Declaration of Restrictions. The general restrictions set forth in the above-described declarations shall remain in full force and effect except as amended herein.

The rules and regulations set forth herein are designed to retain (or increase) the value and appeal of the property and town homes of the Alta Vista planned unit development, and shall attach to the real property and shall constitute covenants running with the land.

ARTICLE I

Definitions

Section 1.1 "Association" shall mean and refer to Alta Vista Homeowners' Association, a Texas corporation, its successors and assigns.

Section 1.2 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.3 "Management Company" shall mean and refer to the management company under contract at any given time with the Board of Directors for the management of the Premises.

Section 1.4 "Premises" and/or "Properties" shall mean and refer to the following described real property situated in Travis County, Texas:

All of the lots and tracts in Alta Vista P.U.D. in the Great Hills, a Planned Unit Development, according to the map or plat thereof recorded in Book 76, Page 309, Plat Records of Travis County, Texas (commonly known as Alta Vista).

Section 1.5 "Common Area" shall mean all real property, and improvements thereto, identified as Lot 24 of said subdivision map and such other area as may be acquired by the Association and set aside for the use, convenience or enjoyment of the Owners of the Lots, and shall include all park and playground and recreational areas, landscaped areas, walkways, streets and parking areas.

Section 1.6 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Alta Vista P.U."D. in the Great Hills according to the map or plat thereof, recorded in Book 76, Page 309, Plat Records of Travis County, Texas, and all improvements thereon situation, expressly excluding Lot 24.

Section 1.7 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the aforesaid recorded subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.8 "Unit" or "units" shall mean and refer to the condominium units built upon each Lot.

Section 1.9 "Residents" shall mean and refer to persons residing in a unit, regardless of whether they are Owners, and shall include tenants of Owners.

## ARTICLE II

### RESTRICTIONS

These restrictions shall be in addition to any previous restrictions previously imposed as set forth in the declarations described above unless specifically amended herein.

**1. DISTURBANCES:** Per the City of Austin "Noise Ordinance #10-5-5," sound equipment and other noises shall be kept below 75 Decibels between the hours of 10:00 p.m. and 10:00 a.m. Owners shall comply with any request from an Owner, Resident, the Management Company, or the Austin Police Department to reduce the noise level emanating from their Unit. If a disturbance is reported to the Association, Owners of such Unit will be subject to fines of \$50.00 for each instance of disturbance handled by the Association and/or the police department. Residents are encouraged to report all emergencies or loud, disorderly, or drunken behavior, to the Austin Police Department.

**2. DAMAGE TO MAILBOXES:** Owners shall be liable for the actual cost to repair or replace any mailboxes, including the Owner's mailbox, damaged by the actions of the Owner, Residents or guests of Owners or Residents.

**3. ACCESS TO ROOF:** No Owner, Resident or guest shall have access to the roof of any building on the Premises without express written authorization (including by email) from the Board of Directors or Management Co.

**4. DAMAGE TO COMMON AREAS:** Owners shall be liable for any damage caused by their Residents and guests to the Common Area, including but not limited to landscaping, pool equipment or furnishings or any property owned by the Association. By way of explanation and not limitation, driving over bushes, driving on the lawn, etc. are considered damage. The Board of Directors shall have sole discretion to determine if the Owner pays all or a portion of the damages to the Common Area caused by an "accident."

**5. THROWING ITEMS IN THE POOL:** No items, including but not limited to trash or cigarette butts, shall be thrown in the pool. Owners shall be liable for the cost of repair of any equipment caused by any item thrown into the pool by the Owner, its Residents or guests, as well as any fine imposed by the Board of Directors.

**6. HOURS AND USE OF THE POOL:** The pool shall be used solely by the Owners, Residents and/or their guests during the hours of 7:00 a.m. to 11:00 p.m. or other hours as determined by the Board of Directors as posted if appropriate. As required by City of Austin ordinance, anyone using the pool must provide at least one functional cell phone (for the group) in case of emergency. Noise must be kept to a level so as not to be a disturbance to nearby Owners. No lifeguard will be on duty at the pool and all swimming will be at the sole risk of the Owners, their Residents and their guests. The Association and Board of Directors shall have no liability for injury or death occurring from use of the swimming pool. No glass is allowed in the pool area.

**7. PET POLICY:**

- A. Vicious dogs are prohibited on the Premises. The Board of Directors shall have sole discretion to determine if any dog is vicious as a result of its temperament. Certain breeds of dogs are considered vicious and therefore prohibited, including, but not limited to Pit Bulls, Rottweilers, and Chows.
- B. All dogs must be registered with the Management Company.
- C. All pets must be current on their vaccinations and Owners must be able to provide written proof of all vaccinations.
- D. Dogs must be kept on a leash when in the Common Area.
- E. The maximum number of pets allowed in any one Unit shall be determined by the Board of Directors in their sole discretion.

**8. FAILURE TO CLEAN UP AFTER PETS:** Each Owner shall immediately remove and properly dispose of all solid waste deposits made by their pets or their Resident's or guest's pet(s) on the Premises. Owners shall inform their Residents and guests of their responsibility to remove and properly dispose of such waste deposits, but the Owners shall be ultimately responsible for the waste deposits of the pets of their Residents and guests.

**9. TRASH AND TRASH CANS:** No trash shall be left outside any Unit for any amount of time. Trash cans, including the one provided by the City of Austin, shall be stored in the garage. Trash cans or bags of trash shall not be placed outside until the night before regular city trash pickup.

**10. CIGARETTE BUTTS:** All cigarette butts or cigars shall be properly disposed of in a fireproof receptacle specifically made for that purpose. Cigarette butts (lit or otherwise) shall not be discarded on the wood decks, driveways, streets, sidewalks or other Common Area.

**11. GRILLS:** Gas or electric grills shall be carefully monitored while in use and shall not be left unattended while turned on. Special care must be taken to insure that they are turned off immediately upon removing the items being grilled. Non-gas or non-electric grills (such as charcoal or wood burning grills) shall not be used on wooden decks or

directly below wooden decks due to the fire hazard from sparks and flames.

**12. MAINTAINING EXTERIOR APPEARANCE:** All Owners shall maintain their exterior areas within the front and back fences, including but not limited to keeping the grass mowed, bushes reasonably trimmed, keeping vines from growing up the chimney or walls, and keeping trees within the Owner's area trimmed away from the structures. Nothing that is detrimental to the overall appearance of the Premises shall be allowed on the Premises. The Board of Directors shall have the sole discretion to determine what constitutes "detrimental to the overall appearance." Items considered detrimental to the overall appearance of the Premises include, but are not limited to, excessive foliage, trash, junk, appliances or vines overtaking the building, etc.

**13. VEHICLE AND GARAGE CONTROL:** No non-Owner or non-Resident vehicle shall be parked in the Common Area for over three (3) consecutive days/nights. All Owner and Resident vehicles shall be parked in the garage with the door closed except when leaving or entering or for temporary circumstances. "Temporary circumstances" would include situations such as interior remodeling, carpet installation, and other situations which require the Owner's car(s) to be out of the garage. The driveways are not to be used as regular parking areas for the Owner's or Resident's vehicle(s), unless the Owner or Resident owns three vehicles, in which case only one vehicle may be parked in the driveway. No commercial type vehicle shall be parked in a driveway or the Common Area overnight. The Board of Directors shall have sole discretion to determine what constitutes a commercial type vehicle. Each day that a commercial type vehicle is parked in the driveway or the Common Area overnight shall constitute a separate violation. Garage doors shall not remain open longer than four (4) consecutive hours without justification, such as mechanical breakdown of the door opener.

**14. OWNER'S RESPONSIBILITY:** Each Owner must include these rules with any lease agreement as an attachment or special provision should they lease their Unit. Owners will be responsible for payment of fines assessed to their Units within fifteen (15) days of the notification. Owners will be subject to fines as a result of violations of Owners, their family, guests, and Residents. Owners may be subject to both an assessed fine and any related costs of repair. Failure to pay an assessed fine can result in a lien being placed on the Owner's Unit, the same as failure to pay regular assessments as specified in the covenants. In addition, the Association reserves the right to pursue criminal prosecution for damage to persons or property. All fines are "per occurrence" and are listed at the end of this document. Owners will have sole responsibility to seek reimbursement from their Residents or guests.

**15. FIRST OFFENSES:** Owners will be given a written notice of any violation on the first occurrence in lieu of an immediate fine.

**16. RIGHT TO HEARING.** Owners shall have a right to a hearing before the Board of Directors upon providing a written request for a hearing to the Board no later than ten (10) days after the date of a notice of violation. This ten day deadline may be extended upon written request showing good cause made prior to the expiration of the deadline. At the hearing, Owners will be allowed to present evidence and witnesses to support their position. The Board of Directors shall make a decision as to whether to uphold the violation within ten (10) days after the hearing and such decision shall be final.

**17. CERTIFICATION:** These rules and regulations are certified by the Board of Directors, will be filed in the Property Records of Travis County, Texas, and shall be effective January 1, 2007.

**18. MULTIPLE VIOLATIONS:** After three (3) occurrences of any single violation listed above, the Board of Directors reserves the right to assess a larger fine as deemed appropriate or to seek legal action if necessary to enforce the deed restrictions. Upon the imposition of legal action, Owners shall be liable for all statutory penalties and the reasonable cost of attorneys' fees and costs for the enforcement of such deed restrictions. The Board of Directors reserves the right to adjust the fine in unique or certain situations, as the Board deems appropriate based on the circumstances.

**19. FINE DESCRIPTIONS:**

- " \$ 50.00 – Disturbances
- " \$ 50.00 – Throwing cigarettes, cigarette butts or cigars in the common area
- " \$200.00 – Being on the roof without authorization
- " \$ 50.00 – Throwing items into the pool
- " \$ 50.00 – Failure to comply with the animal and pet policy
- " \$ 50.00 – Leaving trash in the Common Area or outside Unit
- " \$ 50.00 – Failure to clean up after pet(s) in Common Area
- " \$200.00 – Failure to comply with fire safety rules
- " \$ 50.00 – Throwing cigarettes or cigars in the Common Area or pool
- " \$200.00 – Allowing back or front area of owner's property to have an appearance that is "detrimental to the overall appearance" of the Premises
- " \$200.00 – Erecting or attaching any object, not already pre-existing, on the exterior of the owner's property or the Common Area in violation of the Covenants, including basketball goals or TV/Radio reception devices, without written approval by the Board of Directors.
- " \$100.00 – Parking a vehicle in the Common Area for a period of 3 or more consecutive days or parking an Owner's or Resident's car in the driveway.
- " \$100.00 – Leaving the Owner's garage door open for a period of over 4 consecutive hours without justification.

If the violation is not corrected within 14 days of the fine being assessed, the fine rate may be doubled.

ALTA VISTA HOMEOWNERS' ASSOCIATION,  
INC.

By: Craig Deere  
Craig Deere, President

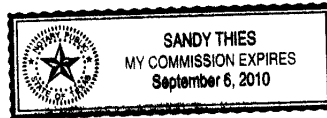
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Craig Deere, President of Alta Vista Homeowners' 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 as the act and deed of the corporation, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23<sup>rd</sup> day of March, 2007.

*Sandy Thies*  
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NOTARY PUBLIC, STATE OF TEXAS



Return original to:  
Susan J. Haney  
808 W. 10<sup>th</sup> Street, Suite 100  
Austin, TX 78701

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS