

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

Document reference. Reference is hereby made to that certain Amended Declaration of Covenants, Conditions and Restrictions, Summerwood Homeowners' Association of Austin, filed at Vol. 5148, Pg. 622 in the Deed Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Original Declaration").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Summerwood Homeowners' Association of Austin, Inc. (the "Association"), and that the property described herein (the "Properties") is subject to the terms of this Declaration;

WHEREAS the Association, is authorized to amend the Declaration, and the required vote has been achieved for amendment; and

THEREFORE this Amended and Restated Declaration ("Declaration") is hereby filed of record and replaces and supersedes all prior versions of the Declaration, including the Original Declaration and any amendments thereto, except as expressly stated otherwise herein.

SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC. Acting by and through its Board of Directors Gary Briscoe President

Exhibit "A": Appendix A

STATE OF TEXAS § COUNTY OF TRAVIS §

This instrument was executed before me on the 22nd day of May, 2014, by Gary Briscoe in the capacity stated above.

Cheryl L. Vickers Notary Public, State of Texas



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

ARTICLE I.

Definitions

Section 1.1. "Association" shall mean and refer to Summerwood Homeowners' Association of Austin, Inc., a Texas Non-Profit Corporation, its successors and Assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 1.3. "Properties" shall mean and refer to that certain real property described in Appendix A, any other properties hereafter annexed as hereinbelow provided, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4. "Common Area" shall mean all real property (including the improvements thereto owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association, free and clear of any lien or other encumbrance, excepting only public utility easements.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II.

Property Rights

Section 2.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and

for a period not to exceed 60 days for any infraction of its published rules and regulations;

- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective unless an instrument agreeing to such dedication or transfer is approved by two-thirds (2/3) of members who cast votes at a special meeting.
- (d) the right of the Association to adopt and publish rules and regulations governing the Properties, and establish penalties for infraction of any provision in the governing documents of the Association.
- (e) the right of the Association, to borrow money for the purpose of improvement of the Common Area and facilities, constructing new facilities thereon or performing the maintenance obligations and providing the services set forth herein and in connection therewith to mortgage the Common Area or portions thereof; and
- (f) the right of the Association to contract for services with third parties on such terms as the Association may determine to be in the best interests of the Association and the Homeowner.

Section 2.2. Exercise of Power. The powers reserved to the Association in Section 1 of this Article and any other powers of the Association created herein shall be exercised by the Board of Directors unless specifically provided otherwise.

Section 2.3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on such Owner's Lot.

ARTICLE III.

Membership and Voting Rights

Section 3.1. Members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. Voting Rights. Each Owner shall be entitled to one vote for each Lot owned.

ARTICLE IV.

Covenant for Maintenance of the Common Area (CAM) and Special Assessment

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. 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 the Association: (1) annual assessments or charges, (2) special assessments for capital improvements and deficits, (3) exterior maintenance assessments (further described in Article V), and (4) individual assessments, representing all other amounts due to the association, including fines, damage assessments, and costs of enforcement including attorneys fees incurred by the Association in pursuing enforcement of a violation of the Declaration, Bylaws or Rules. The four types of assessments shall together be referred to as "Assessments". The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment 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, together with interest, costs, 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 fell due. The personal obligation for delinquent Assessments shall be a lien and shall pass to his/her successors in title. In any event, the lien as to any and all such Assessments shall continue to be a lien upon any such Lot as provided above.

Section 4.2. Purpose of Assessments. The Assessments levied by the Association shall be used as provided herein and otherwise to promote the pleasure, recreation and other non-profitable purposes of the members of the Association, including without limitation the improvement and maintenance of the Common Area.

Section 4.3. Maximum Annual Assessment. The annual Assessment was set by vote of the Association's Membership on March 20, 2010 as \$1236 per year. This amount is deemed the maximum annual Common Area assessment for 2010. Annual assessments may be billed and payable annually, monthly, quarterly, or in any other increment determined by the Board.

- (a) The maximum annual assessment shall increase each year cumulatively (without a vote of the Membership) in the same proportion as the increase, if any, of the Consumer Price Index for Urban Wage Earners and Clerical Workers - U.S. City Average: All items (published by the Department of Labor, Washington, D.C.) for the preceding month of October over that of the October previous.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The failure of the Association to fix the annual assessments as provided above for any year shall not be deemed a waiver or a release of any Owner from the obligation

to pay the Annual Assessment. The annual assessment fixed for the preceding year shall continue until a new assessment is fixed.

- (c) The maximum annual assessment for any year may be additionally increased by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a special meeting duly called for this purpose.
- (d) Out of such annual assessment the Association shall create a reasonable reserve for replacement of the facilities and improvements of the Common Area.

Section 4.4. Special Assessments for Capital Improvements and Deficits. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, any deficit created by an excess of expenditures of the Association over receipts for the previous year, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 4.5. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Exterior maintenance and individual assessments may be assessed at varying rates for Lots as further described herein and in the Bylaws or Rules.

Section 4.6. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for all Assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4.7. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date, set at the rate of maximum allowance under the laws of the State of Texas, unless a lower interest rate is set by Board resolution. In addition, the Owner shall be assessed a late fee in an amount to be determined from time to time by the board for each thirty (30) day period that any Assessment remains unpaid.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property by judicial, nonjudicial or expedited judicial methods. In conjunction with the Association's authority to foreclose its lien, the Association is vested with a power of sale. The Association, acting through its Board or Board President, shall have the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with a foreclosure of the Association's

lien. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage created to secure the payment of any part of the purchase price for a Lot or any loan to an Owner or any loan made for the improvement of any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a purchase money mortgage or home equity mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

Covenant For Exterior Maintenance (EM) of Lots

Section 5.1. Exterior Maintenance assessments. Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, the following: annual exterior maintenance assessments for defraying the cost, in whole or in part, of maintaining the exterior of the Lots, such assessments to be established and collected as herein provided.

Each such assessment, together with interest, costs 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such Lot as provided above.

Section 5.2. (a) Purpose of Assessment. The annual exterior maintenance assessment shall be used by the Association, as the special agent of the Owners, exclusively to paint, repair, replace, or otherwise care for and maintain exterior improvements on all Lots including:

- (1) roofs and chimneys.
- (2) exterior building surfaces including caulking, masonry, and entrance gates.
- (3) garage doors.
- (4) exterior doors if color remains the same as the home exterior.
- (5) common fences including gates and hardware.
- (6) special association-provided Lot drainage provisions directing water into common areas.
- (7) exterior lighting not controlled by the Owner.
- (8) sidewalks and driveways on Lots outside of fenced areas.
- (9) all vegetation and trees on Lots outside of fenced areas.

(10) automated lawn irrigation systems on Lots outside of fenced areas.

(b) Association maintenance obligations shall not include the following, which owners are required to maintain:

- (1) rain gutters, downspouts and extensions thereof on the Lots. **
- (2) garage door hardware and operating equipment.
- (3) all heating, ventilating and air conditioning equipment, hardware and piping.
- (4) glass.
- (5) security devices and other owner added or altered exterior items. **
- (6) exterior light fixtures controlled by the Owner. **
- (7) vegetation and trees on Lots within the fenced areas of the Lot.
- (8) electric service meters and panels. **
- (9) utility lines (water, telephone, television etc.), piping and equipment within a Lot. (Water meters on Lots are the obligation of the City of Austin.)
- (10) improvements installed by or for the exclusive use of the Owner including, but not limited to, skylights, decks, patio surfaces, patio covers, arbors, trellises, planters or privacy screens (lattice work) on fences, irrigation systems serving only a single Lot and structural changes to the home made by the owner, whether approved or not approved by the Architectural Control Committee.
- (11) decks and attendant steps.

** These items will be painted by the Association during the regularly scheduled painting cycle.

(c) Owner Maintenance Obligations. Owners shall exercise due diligence and shall be responsible for maintenance needed to protect roofs and exterior building surfaces from damage due to negligence. Examples of Owner required maintenance include, but are not limited to the following:

- (1) trimming overhanging trees on the Lot within common fences to provide clearance adequate to prevent damage to roofs and building surfaces.
- (2) trimming shrubs, vines and vegetation on the Lot within common fences to provide clearance adequate to prevent damage to building surfaces.
- (3) keeping Lots within common fences free of trash, debris, and unsightly abandoned items or items in disrepair.
- (4) cleaning and maintaining rain gutters and downspouts.
- (5) maintaining decks and their attendant steps, sidewalks and patio surfaces on Lots within common fences.
- (6) providing positive drainage of water away from buildings into common areas.

In the event of any ambiguity in what party is responsible for maintenance obligations, the Board shall in its sole reasonable discretion determine the party (Association or Owner) responsible for maintenance, and such determination shall be final and binding.

Section 5.3. Easement. The Association is granted an easement of use and right-of-way on all Lots in order to comply with the terms of this Article and entry on a Lot for such purpose shall not be deemed trespass.

Section 5.4. Willful or Negligent Acts. Notwithstanding any other language herein, except to the extent insurance proceeds are received by the Association to cover such damages (the Association shall have no duty to submit a claim to Association insurance), **owners shall pay for damage to any Lot (including improvements thereon) or common area caused by the negligence or willful misconduct of the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or invitees.** The Owner and his Lot is subject to an individual assessment. (See also Article IX Section 2 and Article IV Section 1).

Section 5.5. Title to Assessments. All assessments for exterior maintenance of Lots shall, as collected, be deposited in a trust account or accounts to be maintained by the Association and shall not be commingled with funds belonging to the Association. The title to any sums so collected shall not pass to the Association but shall remain vested in the Owners, the Association to act as the special agent or trustee of all of the Owners in the handling and disposition of such sums.

Section 5.6. Levy and Due Date of exterior maintenance Assessment By Association. The Board of Directors of the Association is empowered to fix an annual exterior maintenance assessment of each Lot and to decrease or increase such assessment from time to time, including mid-year exterior maintenance assessments as appropriate in the Board's sole reasonable discretion. The Board of Directors, in fixing, increasing or decreasing such assessment shall take into consideration the size and nature of each Lot and the improvements thereon situated, uniformity in the rate of such assessment not being required; and the decision of the Board of Directors shall be final, binding and conclusive. It shall be the duty of the Board of Directors, however, to fix such assessments and any increases or decreases thereof so that they bear as near a relationship to the actual cost of such exterior maintenance as is reasonably practicable in the Board's sole reasonable discretion.

Section 5.7. Although the Board of Directors may increase or decrease the initial assessment, as circumstances may warrant, the Board of Directors shall fix the amount of each such annual assessment against each such Lot at least thirty (30) days prior to January 1 of each year. Written notice thereof shall be sent to each Owner subject thereto. The due dates shall also be established by the Board of Directors, and such assessments shall be collected on a monthly basis.

Section 5.8. Third Beneficiary Contract. The provisions of this Article shall be construed as a contract for the benefit of third parties, it being mutually beneficial to all Owners for such lien or charge to be created.

ARTICLE VI.

Maintenance By and Services of the Association

Section 6.1. Common Area. The Association shall maintain the Common Area.

Section 6.2. Exterior Maintenance. The Association, as the agent of all Owners shall perform exterior maintenance on Lots as described in Article V.

Section 6.3. Master Insurance Policy. The Association shall obtain a master policy of fire and extended coverage on all Common Area Improvements and on the Lots (specifically, the dwellings and garages thereon) as further described herein. The insurance policy must provide that no action or omission of a unit owner will void the policy or be a condition to recovery under the policy. The policy shall be on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the policy, but not less than what is reasonably estimated to be 90% of the replacement costs of the Common Area improvements and dwellings, exclusive of land, foundation, excavation, and other items normally excluded from coverage.

- (a) Owners must maintain and repair the dwellings (except for portions expressly required to be maintained by the Association herein). Unless a repair need is associated with an insured loss and is actually covered by Association insurance, Owners are responsible for all repair and maintenance of their own dwellings.
- (b) The Association shall have no duty to file an insurance claim for any loss, including those losses that do not rise to the level of the insurance deductible. The Board will determine in its sole discretion whether to file a claim. If a claim is filed, whether an event is an insured loss is generally determined by the insurance company.
- (c) The provisions of this Section are expressly made subject to the provisions of Article V Section 4 (regarding liability for negligent acts). The provisions of Article V Section 4 shall control to the extent that the need for repair is caused by negligent acts or other acts described in Article V Section 4.
- (d) The Board may in its discretion, but has no duty to, from time to time obtain an appraisal or estimate from a qualified appraiser or insurance/loss control consultant for the purposes of determining the replacement costs of the Common Areas and dwellings, and shall have access to dwellings for these purposes. Owners shall provide for access for such inspections. If Owners do not provide access within 7 days of request from the Association, Association may hire a locksmith, at Owner's expense, for entry purposes.
- (e) Each Owner irrevocably designates the Association as attorney in fact to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled or substantially modified by the insurance company until after 30 days prior written notice to each First Mortgagee. The

Board of Directors through its management company shall upon request of any First Mortgagee, furnish a copy of all Association certificates of insurance to such mortgagee.

The Association, in order to preserve the integrity of the project, shall be deemed to have an "insurable interest" in each dwelling. Any insurance obtained by the Association or 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. This declaration constitutes a waiver of rights of subrogation on the part of Association and all Owners.

- (f) Subject to the provisions herein, the Association shall be obligated to rebuild any structure that is covered by insurance and that is destroyed due to casualty unless the Association is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least 80 percent of the unit owners, including each owner of a unit that will not be rebuilt or repaired, vote to not rebuild. A vote to not rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss.

Section 6.4. Audited Financial Statement. An audited financial statement of one calendar year shall be prepared at least every three years. In addition, an audited financial statement will be prepared when one of the following occurs:

- (a) There are unusual expenses or events, which raise the concern of the Board.
- (b) The Association Board of Directors or the Managing Agent receives a petition requesting an audit for a specific year, which is signed by at least 10 percent (i.e. fourteen or more) of the homeowners.

Section 6.5. Notices to First Mortgagees. The Association or the Owner of any Lot affected by substantial damage to or destruction of a Lot or any Common Area, or both, whether caused by a hazard covered by insurance or by the exercise of the power of eminent domain or by any transaction in lieu of the exercise of eminent domain, or both, shall promptly give written notice of any such damage or destruction and written notice of the receipt of any insurance proceeds or condemnation awards, or both, resulting from any such damage or destruction to the holder of any lien of a first mortgage to secure the payment of any part of the purchase price for any Lot so damaged or destroyed or any loan to an Owner and/or to the Association against any Lot or any Common Area, or both, so damaged or destroyed or any loan made for the improvement of any Lot or any Common Area, or both, so damaged or destroyed.

ARTICLE VII.

Party Walls

Section 7.1. General Rules. In the case of some of the residences constructed on the Lots, there may be built residences adjoining each other by a wall located on or near the boundary line

of two Lots. The wall or other structure or any portion thereof separating such residences shall be and remain a party wall and shall be subject to the following provisions.

Section 7.2. Destructive Acts. Each Owner of a residence having a party wall covenants to do nothing to disturb the integrity and support provided by the wall or other structure by means of a penetration or otherwise. Any Owner (or person for whom an Owner is responsible) causing any such damage or injury shall be liable for the restoration thereof and for any other costs or expenses incurred in connection therewith.

Section 7.3. Damage or Injury. If damage or injury is caused by neither of such Owners or persons for whom they are responsible, then the restoration and other costs and expenses shall be borne equally by both such Owners, except to the extent insurance proceeds may be available. Further, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.4. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by both Owners who make use of the wall in equal proportions.

Section 7.5. Application. This Article shall apply whether the party wall is located exactly on the boundary line between the adjoining Lots or merely in near proximity to the boundary.

Section 7.6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII.

Permitted Uses and Restrictions

Section 8.1. Single Family Residential Purpose. The Lots shall be used for single family residential purposes only. Direct sales activity (excluding Community activities specifically approved by the Board of Directors), i.e., garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional parties or similar activities shall not be conducted.

Section 8.2. All Commercial Activity Except Certain Home Businesses Prohibited. Conducting any business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a home may conduct business activities which are commonly conducted within residential areas within the home or activities approved under Section 3 below.

Section 8.3. Home business activities may be authorized by the rules of the Association, so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the home;

- (b) the business activity conforms to all zoning requirements for the Property;
- (c) the primary use of the property is residential and the business activity is consistent with the residential character of the Property; and
- (d) the business activity does not constitute a nuisance, a hazardous or offensive use of the property, or threaten the security or safety of other residents of the Association, as may be determined in the sole reasonable discretion of the Board.

Section 8.4. The Board may establish rules governing the interpretation of this Article and may limit or prohibit home business activities involving visitation of the home by clients, customers, suppliers, or other business invitees, when the activity of the business in the opinion of the Board fails to meet the goals of Section 3.

Section 8.5. Lease. A Lot may be leased for a minimum lease term no less than one (1) year, but the Board may adopt a lesser minimum duration at its discretion via Rule without need to amend this Declaration. All leases must be in writing, and a copy of each such lease must be provided to the Association within ten (10) days of the beginning date of the term thereof. The lease shall not discharge the owner of the Lot from compliance with any of the obligations and duties of the owner. The owner of a Lot shall provide the lessee with a copy of this Declaration, as amended, and as may be amended from time to time, and a copy of the Bylaws and rules and regulations of the Association, as amended, and may be amended from time to time.

All the provisions of this Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association shall be applicable and enforceable against any Lessee, or other occupant of the Lot, to the same extent as against the owner of the Lot. A lease or rental agreement shall be deemed to be subject to the documents of the Association by reference without the necessity of specific reference to them, and they shall bind the tenant to their terms and conditions.

An Owner is responsible for all violations of and resulting enforcement costs (including attorneys fees) for violations committed by his residents, tenants, guests and invitees.

Section 8.6. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulation. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas fumes or other such material.

Section 8.7. Use of Common Area. The Common Area shall be used solely for park, recreational, social, access, utility easement and other purposes directly related to the private single family residential use authorized hereunder.

Section 8.8. Animals. No animals, livestock, poultry, exotic or dangerous pets of any type that may pose a safety or threat to the community shall be raised, bred or kept on any Lot except cats, dogs, or other generally recognized household pets of a reasonable number, provided that they

are not kept or maintained for any commercial purposes. Any pet which endangers the health of any owner or occupant of a Lot, or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board of Directors of the Association, must be removed permanently from the Properties upon seven (7) days' written notice by the Board of Directors.

No pets (excluding cats) of any kind shall be permitted in the Common Area unless at all times under the physical control of the owner or an adult member of the owner's household or of a tenant or an adult member of the tenant's household. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owner of any such household pet to prevent the animal from running loose or becoming a nuisance to the other Lot owners.

Section 8.9. Antennas and Signals. The association may adopt rules governing the installation of satellite dishes and antennas, including the required location of dishes and antennas. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot.

Section 8.10. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling on any such Lot or Common Area shall be moved immediately after the completion of construction.

Section 8.11. Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, truck camper, motorized recreational vehicle, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or a public street; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee, and provided further that trailers, truck campers, and boats may be kept and placed in such common parking areas, only at such times as may be approved by the Board of Directors. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property.

Section 8.12. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the

generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 8.13. Repair of Buildings. No building or structure upon any property within any Lot or Common Area shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.14. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved by the Association, which may include the requirement that all containers will be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

Section 8.15. Clothes Drying Facilities. Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or Common Area.

Section 8.16. Sidewalk Encroachments. No tree, shrub or planting of any kind on any Lot or Common Area shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet without the prior approval of the Board of Directors .

Section 8.17. Mineral Exploration. No Lot or Common Area shall be used by any owner in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

The Board of Directors may authorize the Drilling of a Water Well with the approval of 2/3 of the homeowners voting at a special meeting called for this purpose.

Section 8.18. Machinery and Equipment. Without the approval of the Association, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Travis County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental, or quasi-governmental agency or a public utility.

Section 8.19. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot or Common Area which shall induce, breed, or harbor plant diseases or noxious insects.

Section 8.20. Restriction on Further Subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot nor any easement or Owner interest therein, shall be conveyed by any Owner, except, easements may be granted to any governmental or quasi-governmental agency or a public utility.

Section 8.21. Signs. No commercial or business sign of any kind shall be displayed to public view on any Lot except one (1) sign of not more than four (4) square feet advertising the property for sale or lease. The sign must be similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real estate. Distressed, foreclosures, and bankruptcy references are specifically prohibited.

Political signs may be erected upon a Lot by the owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.

The Architectural Control Committee shall have control over all verbiage on all signs. Except for political signs advertising a Lot for sale or lease and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the Architectural Control Committee.

The Association or its agent shall have the right to remove any signs, billboard or other advertising structure that does not comply with the above, and, in doing so, shall not be subject to any liability for trespass or any other liability in connection with such removal.

Section 8.22. Tanks. No tanks shall be installed, except for rain barrels approved by the Architectural Control Committee and for projects undertaken by the Association.

Section 8.23. Increase Insurance Costs. Nothing shall be done on any Lot or on the Common Area which will result in the increase of fire and extended coverage insurance premiums thereon or the cancellation of such insurance.

Section 8.24. Waste. No waste shall be committed on any Lot or the Common Area.

Section 8.25. Lighting. No lighting or illumination shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot.

Section 8.26. Garages. No garage may be used by other than the Owner of a Lot on which the garage is situated or his family or bona fide guests. Garage doors shall be kept closed at all times, except when necessary for entry and exit of vehicles and persons. The garage door may be slightly open to allow for ventilation.

Section 8.27. Access. Upon reasonable notice and during reasonable hours any member of the Board of Directors, or any representative of the Board of Directors, shall have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE IX.

General Obligations of Owner

Section 9.1. General Maintenance. Each Owner at his own expense shall keep, maintain and care for any buildings and other improvements located on his Lot and all trees, plants, or foliage on his Lot except for areas and items maintained by the Association and otherwise keep his Lot and all improvements thereon in conformity to its condition when new. However, no Owner shall injure, remove or destroy any tree planted on any Lot by the Association or which has reached a height in excess of ten (10) feet without the approval of the Board of Directors of the Association.

Section 9.2. Property Insurance. The Association shall obtain a master policy of fire and extended coverage per Article VI, under which all Lot improvements (limited to dwellings and garages) are insured. An Owner may obtain an additional individual fire and extended coverage policy for the property. The Association's policy is primary in the event that an Owner has insurance covering the same loss.

- (a) An Owner is responsible for insuring (1) any exterior alterations (except for those exterior modifications approved by the Association), (2) any interior betterments or improvements to the dwelling not covered by the master policy, (3) the dwelling contents (ie personal property) including artwork, furniture, and jewelry.
- (b) In the event of property damage which results in payment of an insurance claim, the money owed on the deductible shall be paid
 - (1) By the insurance proceeds from individual policies.
 - (2) To the extent coverage is not available under Association insurance (including the deductible, partial/insufficient coverage, or losses exempt from coverage), or should the board elect not to submit a claim, **owners shall pay for damage to any Lot (including improvements thereon) or common area caused by the negligence or willful misconduct of the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or invitees.**
 - (3) In the event of a catastrophic incident, the Association will pay any portion of the master policy deductible that is not covered by (1) and (2) above.
 - (4) In the event of a non-catastrophic incident, the Association will pay any portion of the master policy deductible that is not covered by (1) and (2) above. However, should it be determined by the Board of the Association that the reason the individual insurance did not cover the master policy deductible was because an owner was not insured or underinsured, the Association may require the individual homeowner to reimburse the Association the amount paid.

- (c) All owners are encouraged to obtain an insurance policy that covers the contents of their home and any structural improvements (unapproved exterior alterations and interior betterments) that are not covered by the master policy.
- (d) For losses for which insurance proceeds are available under an Association policy, except as otherwise expressly provided herein, the cost of repair or replacement in excess of the insurance proceeds is a common expense and the board may levy an assessment in order to pay the expenses from the common funds.
- (e) If the cost to repair damage to a Lot (including improvements thereon) or common area covered by the association's insurance is less than the amount of the applicable deductible, the party who would be responsible for the repair in the absence of insurance shall pay the costs for the repair of the Lot or common area. (Except damages arising from negligent acts, See Article V Section 4).

Section 9.3. Attorney-in-Fact. Each Owner appoints the Association as its agent and attorney-in-fact for the collection of all proceeds payable under any policy of fire and extended coverage insurance; and the Board of Directors of the Association, acting as such Owner's agent, may negotiate, compromise and settle any disputed claim with the insurance company providing such policy of fire and extended coverage insurance and may execute any releases, acquittances, discharges and other documents as may be necessary to effect such actions at law as it deems necessary to collect the proceeds of said insurance.

Section 9.4. Restoration. In the event of any fire or other casualty covered under any policy of fire and extended coverage insurance, the Association shall collect all insurance proceeds and may, to the extent of such proceeds, as the agent of such Owner, repair, restore and replace any damaged or destroyed structures to their same or similar condition existing just prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed within a reasonable time in a good and workmanlike manner using the same or similar materials as were originally used in the structures damaged or destroyed, if possible.

The Association shall not be liable to any Owner or his family for any delay in the completion of any repair, restoration or replacement due to causes beyond the reasonable control of the Association, its contractors or subcontractors. Specifically the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes or other work stoppages. The Association shall have no duty to begin restoration until after receipt of insurance funds.

Restoration, as used in the preceding paragraphs, means restoring the dwellings and Common Area to substantially the same condition as they existed prior to the damage, with each dwelling and the Common Area improvements having the same vertical and horizontal boundaries as prior to such damage and destruction. The Association shall be and each dwelling Owner hereby appoints the Association as attorney in fact to represent the Owner in negotiations, settlement, and litigation involving any insurance claims under any insurance policies purchased by the Association. The proceeds of any insurance collected shall be paid to the Association for the benefit of the Owners and their respective mortgagees and for the purpose of repair,

restoration or replacement. The Association may in the sole discretion of the Board either perform or cause to be performed all repairs and restoration as attorney in fact for all Owners, or may assign to Owner or his Mortgagee the insurance proceeds attributable to an individual Owner's dwelling or any part thereof and/or betterments and improvements or any part thereof, and in such case the Owner shall be responsible for restoration of the dwelling and/or betterments and improvements thereto not performed by the Association.

If damage to or destruction of dwellings or Common Areas is due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the damaged dwellings and Common Areas shall be applied by the Association to such reconstruction, and the damaged dwellings and Common Areas shall be promptly repaired and reconstructed, subject to the provisions herein.

Owners shall be strictly bound by the location, dimensions, heights, profiles, and all other aspects of the dwellings and Common Areas as shown on the construction drawings of the project when it was originally constructed, except for modifications that were approved by the Association.

Section 9.5. Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored or replaced by the Association grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed structure to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement. Upon request by the Board of Directors of the Association and before the commencement of any reconstruction, repair, restoration or replacement, such an Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE X.

Architectural Control

Section 10.1. Construction of Improvements. Since the maintenance of environmental and architectural harmony and unity is essential for the preservation and enhancement of the value of the Lots and the harmonious functioning of the community affected, no improvements may be erected on any Lot by anyone without the approval of the Architectural Control Committee (as such term is hereinafter defined) appointed by the Association. The term "improvements" shall include but shall not be limited to the erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses; the erection of any fence; the moving of any structure from another locality to a Lot; the grading, scraping, excavation or other rearranging of the surface of any Lot; the construction of any driveway, alley, walkway, entryway, patio or other similar item; the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces; and the planting, replanting or rearrangement of any plant life visible from another Lot, the Common Area, or any public street.

Section 10.2. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee (ACC) composed of at least three (3) persons to approve improvements proposed to be made by any Owner. The Architectural Control Committee shall meet within fifteen (15) days after an Owner has made application to it for approval, submitting at that time two (2) sets of plans and specifications. The Architectural Control Committee shall render its decision within thirty (30) days after this meeting, either approving the plans or disapproving them, in the latter case making specific reference to those features which caused the disapproval. Approval may be conditioned upon completion within a specified period of time. All decisions shall be made by a majority vote of the Architectural Control Committee. A failure of the Committee to act will result in the project being considered approved.

ARTICLE XI.

Easement and Rights

Section 11.1. General Easement. The Association reserves the right and easement to the use of the Common Area and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Area.

Section 11.2. Crossover Easement. If the Owner of any Lot must, in order to make reasonable repairs or improvements to a building on his lot, enter or cross the Common Area or a Lot of another Owner, such Owner shall have an easement to do so; provided that such Owner shall use the most direct, feasible route in entering the crossing over such an area and shall restore the surface so entered or crossed to its original condition at the expense of said Owner and further provided such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article X of this Declaration, approval of the Architectural Control Committee of the Association, unless such approval has been given.

Section 11.3. Alteration Easement. If the Owner of any Lot, must, in order to make reasonable repairs or improvements to a building on such Lot, alter the building of any other person, said Owner shall have the right to do so, provided that said Owner shall (i) create as little alteration as possible consistent with good building and engineering practices, (ii) promptly restore the building altered to its original condition at the expense of said Owner, and (iii) provide such bonding as the Owner of the building to be altered shall reasonably require; and further provided such alteration shall not be allowed if the purpose for the alteration is one requiring, by virtue of Article X of this Declaration, approval of the Architectural Control Committee of the Association, unless such approval has been given.

Section 11.4. Encroachment Easement. If any structure erected or reconstructed by an Owner with the approval of the Architectural Control Committee shall encroach on the Lot of an adjoining Owner, the latter grants to such Owner an easement permitting the persistence of such encroachment. In addition, an overhang easement is granted to any Owner whose eaves, gutters or similar items overhang a reasonable distance or abut the Lot of another Owner.

Section 11.5. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the land and the arrangement of buildings thereon requires.

Section 11.6. Utility Easement. An easement, of ingress and egress is granted on all Lots and the Common Areas in favor of any utility company for the purpose of the repair, construction and maintenance of all utility lines; provided, however, no new utility line may be constructed or no existing utility line may be relocated without the approval of the Architectural Control Committee.

Section 11.7. Blanket Easement. An easement is hereby retained in favor of the Association over the Lots and the Common Areas for the construction of a common cable television system, a common sprinkler, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless for the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests and invitees.

ARTICLE XII.

General Provisions

Section 12.1. Enforcement. The restrictions herein set forth shall run with the land and bind the present Owner except as otherwise provided, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the Owner of said land, its or their heirs, personal representatives, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any Person except in respect to breaches committed during his ownership of title to this Lot. Failure of any Owner or Owners or the Association to enforce any of the restrictions herein set forth shall in no event be deemed a waiver of the right to do so or to enforce other restrictions.

Section 12.2. Invalidation. The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 12.3. Enforcement Action. The Board may levy or cause to be levied fines, damage assessments, and all costs of enforcement (including attorneys fees) to an owner's account, for any violation of any governing document of the association, including the Declaration, bylaws, or rules. All such amounts shall constitute a lien on the Lot, collectible as an individual assessment. The managing agent shall have the authority to carry out any standard enforcement procedure on behalf of the board, without further action by the board.

The Board may pass Rules and Regulations to implement the above. The regulations may include "standing instructions" to attorneys or professional property managers, on specific rules, in order to avoid the need to discuss and vote on a case-by-case basis individual instances involving fining and the enforcement of rules.

Section 12.4. Special Meetings, Notice and Quorum. Written notice of any Special Meeting shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. Quorum for such meetings will be as per the Bylaws.

Section 12.5. Amendment. The Declaration of Covenants may be amended by vote of 67% of all voting interests.

Section 12.6. Routine Decisions. The Board can make routine decisions, i.e. those not involving anything but fines, damage assessments, approval of foreclosures, assessment increases, ACC appeals, or suspending common area use rights, without a formal meeting, via phone, email, or unanimous written consent, provided all board members are privy to the phone call or email communications. Decisions made and actions taken at such meetings must be summarized orally, including any actual or estimated expenditures approved, and documented in the minutes of the next noticed meeting. This section is designed to mirror state law at the time this amendment passed. If state law should change, the Board shall have the authority, without the need for Owner vote, to amend this provision by majority vote of the Board.

Section 12.7. Diminution or Abatement. No assessment of any character in this Declaration provided for may be abated or diminished or allowed or claimed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas of Lots or from any action taken to comply with any law, ordinance or other governmental authority.

Section 12.8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from any assessment provided for herein.

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

APPENDIX A

Prior to this restatement, the original amended covenants contained the following information, which is restated for historical information and to repeat the property Boundaries.

**AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

THIS DECLARATION, made on the date hereinafter set forth by J L P DEVELOPMENT CORPORATION, a Texas Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Austin, County of Travis, State of Texas, which is more particularly described as follows:

FIELD NOTES FOR 3.49 ACRES OF LAND OUT OF SUMMER WOOD, A PROPOSED SUBDIVISION OF 23.33 ACRES OF LAND OUT OF THE JAMES P. WALLACE SURVEY NO. 18 IN TRAVIS COUNTY, TEXAS CONVEYED TO JONES AND LAKE COMPANY BY DEED RECORDED IN VOLUME 4707, PAGE 33, OF THE TRAVIS COUNTY DEED RECORDS, SAID 3.49 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of the said Summer Wood tract of land, said point of beginning also being in the north right-of-way line of Steck Avenue, from which point of beginning an iron pin at a point of curvature in the north line of Steck Avenue at the intersection of Steck Avenue with Greenslope Drive bears N 61° 04' W, 293.74 feet, said point of beginning also being the most southerly southwest corner of the herein described tract of land;

THENCE N 28° 56' E, 27.83 feet to a point;

THENCE N 04° 26' E, 9.89 feet to a point;

THENCE N 85° 34' W, 11.00 feet to a point;

THENCE N 04° 26' E, 10039 feet to a point;

THENCE N 61 ° 04' W, 133.62 feet to a point for the most westerly southwest corner of the herein described tract of land;

THENCE N 28° 56' E, 136.00 feet to a point;

THENCE S 61° 04' E, 3.26 feet to a point;

THENCE N 28° 56' E, 108.36 feet to a point for the northwest corner of the herein described tract of land;

THENCE S 61° 04' E, 91.79 feet to a point;

THENCE S 38° 28' E, 91.03 feet to a point;

THENCE S 61° 04' E, 110.00 feet to a point;

THENCE N 28° 56' E, 10.00 feet to a point of curvature;

THENCE along a curve to the right that has an internal angle of 8° 42', a radius of 206.51 feet, a tangent of 15.71 feet, an arc length of 31.36 feet, and a chord that bears N 33° 17' E, 31.33 feet to a point of tangency;

THENCE S 61° 04' E, 95.61 feet to a point;

THENCE S 64° 31' E, 29.03 feet to a point;

THENCE S 42° 15' E, 95.00 feet to a point for the northeast corner of the herein described tract of land;

THENCE S 33° 22' W, 281.53 feet to a point for the southeast corner of the herein described tract of land;

THENCE N 87° 23' W, 132.88 feet to a point;

THENCE S 28° 56' W, 5.75 feet to a point in the north right-of-way line of Steck Avenue;

THENCE along the north right-of-way line of Steck Avenue N 61° 04' W, 176.00 feet to the original point of beginning containing 3.49 acres of land; and being part of the property shown in Subdivision Plat of Summer Wood Section One Amended of record in Book 71, Page 79, of the Plat Records of Travis County, Texas.

NOW THEREFORE, Declarant hereby declares that all of the properties described above, and any other properties hereafter annexed as hereinbelow provided, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any

part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The original amended covenants contained the following in Article I, Section 4.

FIELD NOTES FOR 2.09 ACRES OF LAND OUT OF THE JAMES P. WALLACE SURVEY NO. 18 IN TRAVIS COUNTY, TEXAS, SAID 2.09 ACRE TRACT OF LAND BEING A PORTION OF A 23.33 ACRE TRACT OF LAND CONVEYED TO JONES & LAKE COMPANY IN VOLUME 4707, PAGE 33 OF THE TRAVIS COUNTY DEED RECORDS, SAID 2.09 ACRE TRACT OF LAND BEING A PORTION OF SUMMER WOOD SECTION ONE AMENDED, A SUBDIVISION IN THE CITY OF AUSTIN AS RECORDED AT BOOK 71, PAGE 79 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2.09 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of the said Summer Wood Section One Subdivision, said point of beginning also being in the north right-of-way line of Steck Avenue, from which point of beginning an iron pin at a point of curvature in the north line of Steck Avenue at the intersection of Steck Avenue with Greenslope Drive bears N 61° 04' W, 293.74 feet, said point of beginning also being the most southerly southwest corner of the herein described tract of land;

THENCE N 28° 56' E, 27.83 feet to a point;

THENCE N 04° 26' E, 9.89 feet to a point;

THENCE S 85° 34' E, 48.00 feet along a south line of Block "J," Summer Wood Section One to a point;

THENCE S 04° 26' W, 5.00 feet to a point;

THENCE S 85° 34' E, 59.00 feet to a point at the southeast corner of said Block "J";

THENCE along the east boundary line of Block "J" N 04° 26' E, 85.00 feet to a point at the northeast corner of Block "J";

THENCE along the northern boundary line of Block "J" with the following four (4) courses:

- 1) N 63° 36' W, 33.43 feet to a point;
- 2) N 85° 34' W, 28.00 feet to a point;
- 3) N 04° 26' E, 1.67 feet to a point;
- 4) N 85° 34' W, 59.00 feet to a point at the northwest corner of Block "J";

THENCE N 04° 26' E, 6.22 feet to a point;

THENCE N 61° 04' W, 133.62 feet to a point for the most westerly southwest corner of the herein described tract of land;

THENCE N 28° 56' E, 136.00 feet to a point;

THENCE S 61° 04' E, 3.26 feet to a point;

THENCE N 28° 56' E, 108.36 feet to a point for the northwest corner of the herein described tract of land;

THENCE S 61° 04' E, 91.79 feet to a point;

THENCE S 38° 28' E, 91.03 feet to a point;

THENCE along the west boundary line of Block "K" with the following three courses;

- 1) S 28° 56' W, 115.00 feet to a point;
- 2) N 61° 04' W, 10.00 feet to a point;
- 3) S 28° 56' W, 59.00 feet to a point at the southwest corner of Block "K";

THENCE along the south boundary line of Block "K" S 61° 04' E, 120.00 feet to a point at the southeast corner of Block "K", same point being in the west line of a 60 foot wide private drive known as Summer Wood Drive;

THENCE along the west line of said Summer Wood Drive N 28° 56' E, 174.00 feet to a point at the northeast corner of Block "K";

THENCE N 28° 56' E, 10.00 feet to a point of curvature;

THENCE along a curve to the right that has an internal angle of 8° 42', a radius of 206.51 feet, a tangent of 15.71 feet, an arc length of 31.36 feet, and a chord that bears N 33° 17' E, 31.33 feet to a point;

THENCE S 61° 04' E, 95.61 feet to a point;

THENCE S 64° 31' E, 29.03 feet to a point;

THENCE along the northwest boundary line of Block "S" with the following five (5) courses:

- 1) S 47° 45' W, 59.00 feet to a point;
- 2) S 42° 15' E, 5.00 feet to a point;
- 3) S 47° 45' W, 56.00 feet to a point;
- 4) S 42° 15' E, 10.00 feet to a point;

5) S 47° 45' W, 59.00 feet to a point at the western most corner of Block "S";

THENCE along the southwest boundary line of Block "S", S 42° 15' E, 95.00 feet to a point at the most southern corner of said Block "S";

THENCE along the southeast boundary line of Block "S" with the following five (5) courses:

- 1) N 47° 45' E, 59.00 feet to a point;
- 2) N 42° 15' W, 10.00 feet to a point;
- 3) N 47° 45' E, 56.00 feet to a point;
- 4) N 42° 15' W, 5.00 feet to a point;
- 5) N 47° 45' E, 59.00 feet to a point at the most eastern corner of Block "S";

THENCE S 33° 22' W, 281.53 feet to a point for the southeast corner of the herein described tract of land;

THENCE along the eastern boundary line of Block "R" with the following three (3) courses:

- 1) N 02° 37' E, 59.00 feet to a point;
- 2) S 87° 23' E, 14.32 feet to a point;
- 3) N 02° 37' E, 59.00 feet to a point at the northeast corner of Block "R";

THENCE N 87° 23' N 105.00 feet to a point at the northwest corner of Block "R", same point being in the east boundary line of Summer Wood Drive;

THENCE along a curve to the left having a radius of 130.25 feet, an arc distance of 21.48 feet, and a chord which bears S 15° 29' W, 21.46 feet to a point of reverse curvature in the aforementioned east line of Summer Wood Drive;

THENCE along a curve to the right having an interior angle of 18° 11', a radius of 190.25 feet, an arc length of 60.37 feet, and a chord which bears S 19° 51' W, 60.12 feet to a point of tangency;

THENCE S 28° 56' W, 50.00 feet to a point of intersection with the north right-of-way line of Steck Avenue, same point being in the east line of Summer Wood Drive;

THENCE along the north right-of-way line of Steck Avenue N 61° 04' W, 176.00 feet to the original point of beginning containing 2.09 acres of land.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



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OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

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