

AFTER RECORDING RETURN TO:

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TRV 2018175912
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**AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS, COVENANTS, AND CONDITIONS FOR
THE WOODLANDS HOMEOWNERS' ASSOCIATION OF AUSTIN**

This document amends and restates that certain Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners' Association of Austin, recorded at Volume 6879, Page 319, Official Public Records of Travis County, Texas; as amended by that certain 2000 Amendment to Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners Association of Austin, recorded at Document Number 2000075066 , Official Public Records of Travis County, Texas; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners' Association of Austin, recorded at Document Number 200902884 in the Official Public Records of Travis County, Texas.

AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS, COVENANTS, AND CONDITIONS FOR
THE WOODLANDS HOMEOWNERS' ASSOCIATION OF AUSTIN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, The Woodlands of Austin, a subdivision in Travis County, Texas, is subject to and governed by that certain Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners' Association of Austin, recorded at Volume 6879, Page 319, Official Public Records of Travis County, Texas; as amended by that certain 2000 Amendment to Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners Association of Austin, recorded at Document Number 2000075066 , Official Public Records of Travis County, Texas; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners' Association of Austin, recorded at Document Number 200902884 in the Official Public Records of Travis County, Texas (collectively hereafter the "Prior Declaration").

WHEREAS, the Prior Declaration establish as a property owners' association and make the owners of the real property in the Woodlands of Austin Subdivision (hereinafter the "Property") mandatory members of such property owners' association;

WHEREAS, members of The Woodlands Homeowners' Association of Austin (the "Association") desire to amend and restate the Prior Declaration governing their respective subdivisions into this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Woodlands Homeowners Association of Austin (hereinafter referred to as the "Restated Declaration");

WHEREAS, as evidenced by the attached certification by the Secretary of the Association, property owners representing at least sixty-six percent (67%) of the total votes allocated to property entitled to vote on amendments to the Prior Declaration approved this Restated Declaration pursuant to §209.0044 of the Texas Property Code at a meeting of the Association's membership conducted on October 11, 2018, which in effect amends and restates the Prior Declaration applicable to the Property;

NOW THEREFORE, it is hereby declared that:

1. The Prior Declaration is amended in its entirety and entirely replaced by this Restated Declaration, and such Prior Declaration shall have no further force or effect upon the Property; and
2. All of the Property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. “Association.” shall mean and refer to THE WOODLANDS HOMEOWNERS’ ASSOCIATION OF AUSTIN, its successors and assigns.

Section 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 3. “Properties.” shall mean and refer to that certain real property known as the Woodlands of Austin Subdivision and previously identified in the Prior Declaration as Exhibit “A”, any other properties hereafter annexed as herein below provided and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 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, at the time of the conveyance.

Section 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.

Section 6. The phrases “Visible from Neighboring Property” or “Visible from Neighboring Lot.” shall mean visible from the ground level. These phrases shall not mean visible from a second story or non-ground level vantage point.

ARTICLE II

Property Rights

Section 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 fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against that Owner’s 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 signed by two-thirds (2/3) of all members entitled to vote has been recorded;
- (d) The right of the Association to make such reasonable rules and regulations regarding the use of the Common Area and facilities located thereon, by the Owners and other persons entitled to such use, including but not limited to restrictions of the number of guests who may use the Common Area and the parts of the Common Area such guests may use;
- (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.

Section 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 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, or contract purchasers who reside on such Owner's Lot.

ARTICLE III

Membership and Voting Rights

Section 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 2. Voting Rights. Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

At an election held at any meeting of the Members of the Association, Members may request a recount of the votes pursuant to the following:

Upon receipt of a proper request for a recount of a vote or an election held at any meeting of the Members of the Association, sent to the Association and delivered pursuant to Texas Property Code § 209.0057(b)(1) OR (b)(2), not later than the fifteenth (15) day after the later of the date of the meeting at which the vote was held or the date of the announcement of such vote, the Association shall:

- (a) Estimate the costs for performance of the proposed recount by a person qualified to tabulate votes pursuant to Texas Property Code § 209.0057(c); and
- (b) Send an invoice for the costs estimated pursuant to "a" above to the requesting owner not later than the twentieth (20th) day after the date the Association receives the request for recount.

If the Association receives payment in full of the invoice sent pursuant to Number 2 above prior to the thirtieth (30th) day after the invoice is sent to the requesting owner, the Association shall:

- (c) At the expense of the requesting owner, retain for the purposes of performing the proposed recount, a qualified person to tabulate votes pursuant to Texas Property Code § 209.0057(c);
- (d) Complete the recount on or before the thirtieth (30th) day after the date of receipt of payment in full of the invoice described in "b" above;
- (e) Provide each requesting owner with notice of the results of the recount;
- (f) In the event the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount not later than the thirtieth (30th) day after the results of the recount are provided. "Changes the results of the elections" as used herein means that there is a material change in the results, not merely that the votes were counted incorrectly; and
- (g) In the event that the recount does not materially change the results of the elections, and the estimated costs of the recount were different from the actual costs, the Association shall send a final invoice to the requesting owner on or before the thirtieth (30th) business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the owner, any additional amounts not paid to the association before the thirtieth (30th) business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the amount paid by the owner to the association for the recount exceed the final invoice amount, the owner shall be paid the difference at the time the final invoice is sent to the requesting owner.

Section 3. Common Area for Benefit of All Members. No provision herein whether in this Article or elsewhere, may be construed to permit the Association to take any action respecting any Common Area within the properties hereafter conveyed to the Association which will have an adverse effect

upon the right of Declarant or any present or future Owner of any Lot within the Properties to the use or enjoyment thereof.

Section 4. Records and Copying. Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- (a) \$25 per hour if clerical staff performs the compilation/production task.
- (b) \$75 per hour if a manager or Director performs the compilation/production task.
- (c) The prevailing billing rate for an attorney, CPR, or other third-party profession if they perform the compilation/production task.'
- (d) A minimum hourly charge for compilation/production shall be two hours.
- (e) \$.10 per photocopy.
- (f) \$.50 per pdf or other image file.
- (g) \$1.00 per CD or \$3.00 for DVD.
- (h) The aforementioned amounts shall be increased annually by the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the U.S. Bureau of Labor and Statistics (1967=100) starting January 2013, or its replacement index if publication of the CPI-U is discontinued.
- (i) To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- (j) Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the Member's account as an assessment. Any overpayment by the Member shall be promptly refunded.

The Association shall maintain its records for the time periods indicated in accordance with the following:

- (a) Formation documents, bylaws, CCRs – permanently
- (b) Financials – 7 years.
- (c) Owner account records – 5 years

- (d) Contracts with a one-year term or more – 4 years from the date of termination
- (e) Board meeting minutes – 7 years
- (f) Tax returns and audits – 7 years

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 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 the 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the pleasure, recreation and other nonprofit purposes of the members of the Association, including without limitation the improvements and maintenance of the Common Area.

Section 3. Annual Assessments.

- (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.
- (c) 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, but the annual assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) Out of such maximum annual assessment the Association shall create a reasonable reserve for replacement of the facilities and improvement of the Common Area.

Section 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 applicable to that year only 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 votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute the quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: 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 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 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 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 attorneys' 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.

Further, collection of unpaid amounts owed to the Association may be collected by any lawful means, to include:

- (a) Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return-receipt requested, of: the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of 30 days to cure the delinquency before further collection action is taken.
- (b) The amount of the delinquency that triggers the aforementioned notice shall be determined by the board from time to time.
- (c) No less than 30 days subsequent to the notice sent pursuant to Number 1 above, the delinquent Member shall be referred to the Association's attorney for collection of all delinquent amounts. At that time, the delinquent Member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.

In the event a Member becomes delinquent in the payment of any amount due to the Association, such Member may enter into a payment plan, pursuant to the following:

- (a) Any Member that is delinquent in the payment of any amount may enter into a payment plan with the Association.
- (b) No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.
- (c) Payment plans shall be for a period not to exceed 3 months, unless otherwise determined by the Association or its representative or attorney. Payment plans shall include the following information: all amounts owed by the Member, all amounts that will come due during the term of the plan, and all amounts for the cost of the administration of the payment plan as indicated in Number 7 below. Each payment under the payment plan shall be equal.
- (d) After a Member is notified of a delinquency in the payment of amounts due to the Association, the Member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the Member within a reasonable amount of time. The Member must execute and return the payment plan along with the first payment due under the plan within five (5) days of receipt of the payment plan by the Member. If the Member fails to request an alternative payment schedule within the thirty (30) day period allowed by the notice to the Member provided pursuant to Texas Property Code § 209.0064(b)(3), the Association shall not be obligated to offer such alternative payment schedule.
- (e) If the Member does not execute and deliver the payment plan to the Association within said 30-day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
- (f) Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
- (g) Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

Section 9. Subordination of the Lien to Mortgages. The lien for 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 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

Maintenance by and Services of the Association

Section 1. Common Area. The Association shall maintain the Common Area.

Section 2. The Association shall maintain fire and extended coverage insurance on all of the insurable improvements upon any Common Area in an amount equal to at least eighty percent (80%) of the insurable value of all such improvements, unless higher coverage is required by First Mortgagees.

ARTICLE VI

Merger with Other Associations

Section 1. The Association may merge with any other association which has objectives and purposes similar to the Association upon a vote of two-thirds (2/3) of all members at a meeting duly called for that purpose, written notice of which has been given to all members not less than ten (10) nor more than fifty (50) days in advance of the meeting. Such a merger shall not be effective until approved by seventy-five percent (75%) of the first lienholders of the Lots (based upon one vote for each Lot so mortgaged).

ARTICLE VII

Party Walls

Section 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 separating such residences shall be and remain a party wall and shall be subject to the following provisions.

Section 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 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 or her 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 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 5. Application. This Article shall apply whether the party wall be located exactly on the boundary line between the adjoining lots or merely in near proximity to the boundary.

Section 6. Dispute. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each such dispute shall be resolved by arbitration in the manner provided in Section 1 of Article IX below.

Section 7. 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 1. General Restriction. The Lots shall be used solely for private single-family residential purposes. This restriction applies both to the character and type of any residences that may be constructed on the Lots and to the occupancy of those residences.

No more than one single-family residence with a covered parking facility may be constructed or maintained on a Lot. In addition, no Lot or related residence may be occupied and used other than for single-family residential purposes. Only the following situations shall constitute "single-family" occupancy and use for the purpose of this section:

- (a) Occupancy by one person living alone.
- (b) Occupancy by two people who are either related by marriage or hold themselves out as being bound by a romantic commitment (e.g., common law couples and other unmarried couples, whether opposite sex or same sex).
- (c) In conjunction with either (a) or (b) above, additional occupancy by one or more persons, each of whom is either:
 - i. related by blood or adoption to one of the primary occupants;
 - ii. currently under, or in the process of being placed under, the legal custodial care of one of the primary occupants; or
 - iii. a caregiver or domestic servant to one of the primary occupants.

The foregoing notwithstanding, the total occupancy of any residence at any given point in time is limited to no more than two persons (other than infants under the age of two) for each bedroom in the residence (e.g., if there are three bedrooms in the residence, occupancy is capped at six persons).

This occupancy restriction is not intended to prohibit guests from temporarily occupying a residence. As such, a person is deemed to occupy a residence for purposes of this section only if such person resides therein for more than 30 days in any 12-month period.

Section 2. Leases. The following restrictions shall apply to leasing of Lots and residences:

- (a) **Definition of "leased."** For purposes of this Section 2, a Lot and residence is deemed "leased," and its occupants deemed "tenants," whenever the residence is occupied other than by the Lot owner and/or an individual related to the owner by marriage, blood or adoption, irrespective of whether there is a written agreement between the owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.
- (b) **Minimum lease term.** The lease agreement must provide for an initial lease term of at least 12 months. This minimum lease term may be shortened with the prior written consent of the Board for good cause shown, but the Board shall have the sole discretion of determining whether such action is appropriate. Additionally, this minimum lease term requirement shall not apply to a mortgagee, the Association, or any other lien holder who comes into possession of the Lot by foreclosure or deed in lieu of foreclosure.
- (c) **In writing, tenant information.** The lease agreement must be in writing, include the name, phone number and email address for each tenant and occupant, and provide that it is not assignable to other tenants or occupants.
- (d) **No partial leases.** The lease agreement must grant full and total occupancy rights to the whole residence for the full term. Renting of individual rooms, timesharing, and similar arrangements are not permitted.
- (e) **Compliance with governing documents.** The lease agreement must provide that the right of occupancy thereunder is specifically contingent upon the tenants and occupants complying with the restrictions contained in this Declaration and the Association's bylaws and rules and regulations, and that any breach of those restrictions will be deemed a material breach of the lease for which the owner and the Association shall have a right to declare the lease agreement null and void and to evict the occupants, as further provided in below.
- (f) **Owners responsible for violations.** If a tenant or occupant violates the provisions of this Declaration or the Association's bylaws or rules and regulations, the owner of the Lot is responsible for payment of any related fines and charges levied by the Association, including

but not limited to charges for attorney's fees and other enforcement expenses, to the same extent as would be the case had the owner personally committed the violation.

(g) **Copies of leases to the Association.** A fully executed copy of all leases, including extensions and renewals, must be provided to the Association's property manager, or to any alternate person designated by the Board, within ten (10) days of its execution.

(h) **No leasing to persons with felony criminal history.** Owners are required to use due diligence to ensure that they do not lease to tenants who have a conviction or deferred adjudication history of any felony crimes against a person or property.

(i) **Association as Attorney-in-Fact for Owners.** By the purchase of a Lot herein, each and every Owner consent to appoint the Association as his or her attorney-in-fact for the limited purpose of enforcing any lease provision against any tenant, and for the purpose of evicting any tenant with respect to any violation of this Article VIII. The Association shall have the right, but not the obligation, to evict any tenant or any occupant of a residence if such person is found by the Board to have a history of a felony crime as described above according to official public records. Additionally, the Association shall have the right, but not the obligation, to evict any tenant or occupant of a residence if such person is found by the Board to have substantially and repeatedly violated provisions of this Declaration, or the Association's bylaws or rules and regulations. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the Lot and residence subject to the condition that, if the Association does recover possession in an eviction suit, the Association, upon execution of a writ of possession, shall immediately relinquish possession of the Lot and residence to the owner and shall not enter the residence. The owner will be responsible for all costs associated with such eviction, including attorneys' fees. Each owner, by acceptance of a deed to a Lot, irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and otherwise to evict any tenant or other occupant as provided herein.

(j) **Fine for Noncompliance.** Any violation of Article VIII, in the sole and absolute discretion of the Board of Directors, shall be subject to a fine of no less than \$200 per day, as determined by the Board of Directors. Such fine shall become an assessment and be due and payable immediately to the Association.

Section 3. 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 from time to time applicable thereto. 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 4. Use of Common Area. The Common Area shall be used for park, recreational, social, access, utility easement and other purposes directly related to the private single-family residential use authorized thereunder.

Section 5. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or the Common Area and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. An unreasonable amount of noise includes, but is not limited to, excessive barking, howling, digging, chirping, or any other excessive animal or bird noise. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, and whether the size, weight or number of animals or birds on any such property is reasonable. 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 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.

Section 6. Antennas, Satellite Dishes, Signals. All antennas, satellite dishes and signals and the form of installation of such devices must be approved, approval of which shall not be unreasonably withheld subject to applicable FCC Guidelines, by the Environmental Control Committee prior to installation subject to the following standards:

The following antennas and satellite dishes are not permitted:

- (a) antennas or dishes that only transmit signals;
- (b) antennas or dishes that interfere with reception of video signals by other homes;
- (c) antennas or dishes mounted on roofs or buildings;
- (d) antennas or dishes in common areas; and
- (e) dishes greater than 24 inches 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 the common area or neighboring home; and
- be no higher than the fence or landscaping that is screening it

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.

Section 7. Temporary Occupancy. No trailer, 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. 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 Environmental Control Committee.

Section 9. 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 the foregoing, this provision extends to nuisances of sound and light and 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 that would affect an adjoining Lot or Common Area.

Section 10. 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 11. 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 or the City of Austin. In no event shall such containers be maintained so as to be visible from neighboring property except to make available for collection. Trash containers should be present for the shortest time reasonably necessary for trash collection.

Section 12. Clothes Drying. Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or Common Area unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and not visible from neighboring property.

Section 13. Sidewalk Encroachments. No tree, shrub or planting or 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 prior approval of the Environmental Control Committee.

Section 14. Right of Way. During reasonable hours any member of the Environmental Control Committee, or member of the Board of Directors or any other representative or any of them, 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.

Section 15. Mineral Exploration. No Lot or Common Area shall be used 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.

Section 16. 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 17. 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, rodents or other wild animals.

Section 18. Restriction on Further Subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot nor any easement or other interest therein, shall be conveyed by any Owner, except, however, that easements may be granted to any governmental or quasi-governmental agency or a public utility.

Section 19. Signs. No signs (moveable or affixed), including, but not limited to, commercial signs, which are visible from neighboring property shall be placed or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign, welcome sign, no solicitation or other such sign.
- (c) During the time of construction or any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.

The content, location, and length of time of all signs shall be subject to such rules as the Association may promulgate.

Section 20. Political Signs. Political signs are allowed only as follows:

- (a) No political sign may be displayed prior to the 90th day before the date of the election to which the sign relates.
- (b) No political sign may be displayed after the 10th day following the date of the election to which the sign relates.
- (c) All political signs must be ground-mounted.
- (d) Property owners may not display more than one sign for each candidate or ballot item.
- (e) Political signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components.
- (f) Political signs may not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
- (g) Political signs may not include the painting of architectural surfaces.

- (h) Political signs may not threaten the public health or safety.
- (i) Political signs may not be larger than four feet by six feet.
- (j) Political signs may not violate the law.
- (k) Political signs may not contain language, graphics, or any display that would be offensive to an ordinary person.
- (l) Political signs may not be accompanied by music or other sounds or by streamers or be distracting to motorists.
- (m) In the event an owner displays a political sign in violation of these rules, the Association may, but is not required to, remove the sign at the owner's expense.

Section 21. Flag Display. Flags are permitted to be displayed only as follows:

- (a) Flags permitted to be displayed include, but are not limited to, the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
- (b) Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
- (c) With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
- (d) With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
- (e) A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
- (f) The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, set backs of record and rules of the Association.
- (g) A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
- (h) No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.

- (i) No freestanding flagpole may be erected in the front yard of the property unless the lot has a front building setback line with a setback of not less than fifteen feet (15') extending the full width of the lot between the front lot line and the front building setback line.
- (j) Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
- (k) Lighting used to illuminate any displayed flag shall not operate to create a nuisance and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
- (l) No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

Section 22 Tanks. No elevated tanks shall be erected.

Section 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 24. Waste. No waste shall be committed on any Lot or the Common Area.

Section 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 26. Garages and Parking. No garage may be used by anyone other than the Owner of a Lot on which the garage is situated or their family or bona fide guests or tenants. 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. Each Lot has a double garage and driveway which is sufficient to accommodate four vehicles. Vehicles shall be parked in the garage or driveway whenever possible. Habitual parking on streets within the community is prohibited. Habitual Parking includes, but is not limited to, parking on the street for more than 12 hours at a time or more than twice in one week. No car shall be parked in a driveway unless two operable vehicles are parked in the garage, providing the garage is structurally configured to accommodate two cars. No car shall be parked in a driveway in such a way that blocks the sidewalk or impairs a pedestrian from passing safely on the sidewalk.

Section 27. Garage sales. Garage sales, estate sales, and other such sales are limited to one sale per Lot per year.

Section 28. Rain Water Harvesting. Rain water harvesting devices are permitted as follows:

- (a) No rain water harvesting device, storage container, related plumbing, or appurtenances thereto, shall be allowed on any property owned by the Association or owned in common by the members of the Association.
- (b) No rain water harvesting device, storage container, related plumbing device, or appurtenances thereto, shall be allowed or located other than within a fenced yard or the fenced patio of the property owner.
- (c) All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, and the location of their installation, must be approved by the Association either through its Environmental Control Committee or the Board of Directors.
- (d) All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto shall be properly screened as to obscure view of the same from adjoining property and the street, and such screening shall be approved in advance by the Environmental Control Committee or the Board of Directors.
- (e) The Association may regulate the owner's use of gravel, rocks, or cacti around the installation.
- (f) The Association may regulate yard and landscape maintenance.
- (g) No rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, may be located between the front of the property owner's home and an adjoining or adjacent street.
- (h) Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must be of a color that is consistent with the color of the home.
- (i) Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must not contain language or other content that is not typically displayed by such a barrel or system as it is manufactured.

Section 29. Solar Energy Devices. Solar energy devices are permitted only as follows:

- (a) The term "Solar energy device", is defined by Section 171.107 of the Texas Tax Code and herein called "Device" or "Devices".
- (b) No Device may be installed on property owned or maintained by the Association nor on property owned in common by the members of the Association.
- (c) All such Devices must receive architectural approval from the Environmental Control Committee of the Association prior to installation, pursuant to the Conditions, Covenants, and Restrictions of and for the Association and any and all application procedures currently in effect.

- (d) No such Devices may be installed on an owner's property other than on the roof of the home, or the roof of another structure owned by the owner which is allowed under a dedicatory instrument, or in a fenced yard or patio owned and maintained by the owner.
- (e) If a Device is mounted on the roof of the home, it may not extend higher than or beyond the roofline.
- (f) If a Device is mounted on the roof of the home, it must be in the location designated by the Environmental Control Committee of the Association unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the Device if located in the area designated by the Association.
- (g) The Device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
- (h) The frames, support brackets, and visible piping or wiring must be in a silver, black, or bronze tone commonly available in the marketplace.
- (i) If the Device is located in a fenced yard or patio, the Device may not be taller than the fence line.

Section 30. Standby Electrical Generators. Standby electrical generators are allowed only as follows:

- (a) No standby electric generator may be installed or operated prior to approval by the Association or Environmental Control Committee pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.
- (b) Standby electric generator shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
- (c) All fuel and electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
- (d) Nonintegral fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
- (e) Any standby electric generator and its electrical and fuel lines shall be maintained in good condition.
- (f) Any standby electric generator, including its components, electric lines, and fuel lines, shall be repaired, replaced, or removed if it becomes deteriorated or unsafe.

- (g) Any standby electric generator, or its components or accessories (to include fuel tanks), shall be screened from view if it is:
 - i. Visible from the street faced by a dwelling;
 - ii. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - iii. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
- (h) Standby electric generators shall be tested only between the hours of 9:00 a.m. and 6:00 p.m., and only consistent with the manufacturer's recommendations.
- (i) Other than testing, standby electric generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
- (j) Standby electric generators shall not be placed in the front yard of any residence.
- (k) No standby electric generator shall be placed on property owned or maintained by the Association or owned in common by the Association's members.

Section 31. General Maintenance. Each Owner at their own expense shall keep in good condition, maintain and care for any buildings and other improvements located on their Lot. All improvements thereon shall be in conformity to its condition when new. All trees, plants, or foliage on such Lot are the responsibility of the owner and shall be kept in a healthy and attractive manner.

Section 32. Lawn Maintenance. All lawns shall be maintained in a healthy and attractive manner, in the sole discretion of the Board of Directors. 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. However, no Owner shall injure, remove or destroy any tree planted on any Lot by the Owner or the Association or which has reached a height in excess of ten (10) feet without the approval of the Environmental Control Committee.

Owners shall report issues with trees or other maintenance items in the Common Areas that affect the Owner's Lot promptly. In the event a tree or other Common Area elements causes damage to an Owner's Lot, an Owner shall be liable for ALL such damage in the event that:

- (a) The owner failed to report a need for maintenance to such Common Area or Common Area element; and
- (b) Proper maintenance could have prevented the damage claimed by such Owner.

Notwithstanding the foregoing, Drought resistant landscaping and/or water-conserving natural turf is allowed with the following restrictions:

- (a) Drought-resistant landscaping and/or water-conserving natural turf requires the express approval of the Environmental Control Committee and must comply with committee guidelines and Association policies.
- (b) The Association may regulate the owner's use of gravel, rocks, or cacti around the drought-resistant landscaping and/or water-conserving natural turf, in accordance with the Environmental Control Committee's policies or other appropriate committee guidelines.
- (c) The Association may regulate yard and landscape maintenance.
- (d) All such drought-resistant landscaping and/or water-conserving natural turf, and the location of its installation must be approved by the Association through its Environmental Control Committee.
- (e) Property owners seeking approval from the Association to install drought-resistant landscaping and/or water-conserving natural turf must submit a detailed description or a plan prior to installation, including but not limited to the name or type of drought-resistant landscaping or water-conserving natural turf to be installed, a description of its aesthetic qualities, and the planned location of the installation.

ARTICLE IX

General Obligations of Owner

Section 1. 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 the 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.

Section 2. Remedy of Violations. If the arbitrator(s) as provided in Section 2 above uphold(s) the complaint, the Owner shall be so notified in writing and shall promptly remedy the violation of this Declaration, and if such Owner fails to remedy such violation within thirty (30) days after the date of such notice or in the time specified in any such proceeding, as appropriate, the Association may (but shall not be obligated to) make the appropriate repairs and add the cost of such repairs, as a Special Assessment, to the normal assessment of such Owner. The Association, and its designees, shall have the right of entry upon the Lot owned by such Owner for such purpose.

Section 3. 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 of 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 4. 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. 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 5. 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 6. 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 7. Coverage Not Limited. Nothing in this Declaration shall in any way limit the insurance coverage of the property.

ARTICLE X

Environmental Control

Section 1. Construction and Improvements. Maintaining 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.

No improvements (as such term is hereinafter defined) may be made on any Lot without the prior approval of the Environmental Control Committee.

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, alleyway, 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 at eye level from another Lot, the Common Area, or any public street.

Section 2. Environmental Control Committee. The Board of Directors of the Association shall appoint an Environmental Control Committee composed of at least three (3) persons to approve improvements proposed to be made by any Owner. The Environmental 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 Environmental 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 Environmental Control Committee. A failure of the Committee to act will result in the project being considered approved. 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.

ARTICLE XI

Easement and Rights

Section 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 any other Lot or the Common Area.

Section 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 or 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 XI of this Declaration, approval of the Environmental Control Committee of the Association, unless such approval has been given.

Section 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 which the alteration must occur is one requiring, by virtue of Article X of this Declaration, approval of the Environmental Committee of the Association, unless such approval has been given.

Section 4. Encroachment Easement. If any structure erected or reconstructed by an Owner with the approval of the Environmental 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 about the Lot of another Owner.

Section 5. Drainage Easement. Each Owner covenants to provide such easements for drainage and waterflow as the contours of the land and the arrangement of buildings by the Association thereon requires.

Section 6. Utility Easement. An easement of ingress and egress is hereby 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 Environmental Control Committee.

Section 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

Deviations

Section 1. The Association may grant approval for deviations from the restrictions provided in Article VIII. Such approval shall require the affirmative vote of two-thirds (2/3) of the Members at a meeting duly called for this purpose, written notice of which shall be delivered to all Members not less than ten (10) days nor more than fifty (50) days before the date of the meeting, setting forth the purposes of the meeting. Deviations from the provisions of Section 6, Section 8, and Section 16 of Article VIII shall not require such approval.

ARTICLE XIII

Protection of Mortgages

Section 1. Notice to Association. An Owner who mortgages his Lot shall notify the Association, giving the name and address of the mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a deed of trust or mortgage on a Lot. The Association shall maintain a record of such information.

Section 2. Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

Section 3. Annual Audits. The Association may, with 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.

ARTICLE XIV

General Provisions

Section 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, 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. No action for enforcement of these covenants may be commenced until the procedure specified in Article IX, Section 2 or Section 3 as appropriate, has been completed. Afterwards, the Association or any Owner, shall have the right, if any such dispute is not resolved by arbitration, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of

this Declaration. 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 2. Invalidation. The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment. All the restrictions set forth herein shall be binding and run with the land continuously; provided, however, that the Declaration may be amended by an affirmative vote of 67% of the Owners. Any such amendment shall be filed of record in the Real Property Records of Travis County, Texas.

Section 4. Notices. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association and shall be deemed given when mailed.

Section 5. 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 order of a governmental authority.

Section 6. Annexation of Additional Properties. Additional land within the areas described at Volume 6563, page 1596, of the Deed Records of Travis County, Texas, may be annexed hereto by the Association or, any of the members. When so annexed, any and all such additional land shall be subject to all of the provisions hereof as though originally included herein and shall be subject to the jurisdiction of the Association.

Section 7. Management Agreements. Any management agreement entered into by the Association relating to the Properties shall be terminable by the Association for cause upon thirty days written notice thereof. The term of any such management agreement may not exceed one year, although it may provide that it is renewable by agreement of the parties for successive one-year periods.

Section 8. No Right of First Refusal. The right of the Owner of any Lot to sell, transfer or otherwise convey his Lot shall not be subject to any right of first refusal or other similar restriction in favor of the Association.

Section 9. Supersedes Other Declarations. This Declaration amends and supersedes all other Declarations pertaining to The Woodlands of Austin.

THIS RESTATED DECLARATION was passed by a vote of 67% or greater of members of The Woodlands Homeowners' Association of Austin pursuant to § 209.0044 of the Texas Property Code on the date set forth below.

Executed this the 9th day of November, 2018.

By: Denise Shade

Name: Denise Shade

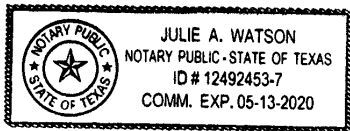
Title: Secretary of The Woodlands Homeowners' Association of Austin

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 9th day of Nov, 2018, by Denise Shade, secretary of and for the Association, for the purposes therein expressed.

Julie A. Watson

Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 09, 2018 03:05 PM 2018175912

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Dana DeBeauvoir, County Clerk

Travis County TEXAS