

NOV-4-75 5792 * 4.50

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SECOND AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Amending Amended Declaration of record in Vol. 5148, Page 622, of the Deed Records of Travis County, Texas, as amended by Amendment to Amended Declaration of record in Vol. 5188, Page 907, of the Deed Records of Travis County, Texas)

WHEREAS, J L P DEVELOPMENT CORPORATION, a Texas Corporation, did by instrument ("Amended Declaration") dated March 28, 1975, of record in Volume 5148, Page 622, of the Deed Records of Travis County, Texas, supercede its original Declaration pertaining to Summer Wood, a proposed subdivision of 23.33 acres of land out of the James P. Wallace Survey No. 18 in Travis County, Texas, prior to the sale of any Lot in any part of the proposed subdivision to any third party; and

WHEREAS, the said J L P DEVELOPMENT CORPORATION ("Declarant"), joined by SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC., a Texas Non-Profit Corporation ("Association"), did by instrument dated June 19, 1975, of record in Volume 5188, Page 907, of the Deed Records of Travis County, Texas, amend said Amended Declaration; and

WHEREAS, FNMA has requested both the Declarant and the Association to amend said Amended Declaration further; and

WHEREAS, both the Declarant and the Association are willing to make such additional amendments; now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

That both the Declarant and the Association do hereby amend said Amended Declaration, as amended, as follows:

1. Section 1 of Article IX of said Amended Declaration, as amended, is hereby amended to read as follows: "Section 1. General Restriction. The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one single family residence with a covered parking facility. No Lot may be used as an apartment house, double house, flat, lodging house, hotel or for any business purpose. Anything contained in this Section to

DEED RECORDS
Travis County, Texas

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the contrary notwithstanding, an Owner may lease his Lot to a tenant for a term of a minimum of six (6) months, providing however, that no tenant may occupy any Lot except under the terms of a written lease agreement which shall expressly contain the following: "This lease agreement shall be subject in all respects to the provisions of the Amended Declaration of Covenants, Conditions and Restrictions of record in Volume 5148, Page 622, of the Deed Records of Travis County, Texas, as amended and as the same may be amended from time to time, to the provisions of the Articles of Incorporation, as the same may be amended from time to time, of Summerwood Homeowners' Association of Austin, Inc., a Texas Non-Profit Corporation, and to, the provisions of the By-Laws, as the same may be amended from time to time, of the said Summerwood Homeowners' Association of Austin, Inc.; and any failure on the part of any tenant who is a party to this lease agreement to comply with any of the provisions of the documents identified above shall constitute an act of default hereunder."

2. Said Amended Declaration, as amended, is hereby further amended by adding thereto a new Section 4 of Article VI thereof, which shall read as follows: "Section 4. Audited Financial Statement. The Association shall, if requested, furnish to each holder of any lien secured by a first mortgage created to secure the payment of any part of the purchase price for a Lot or any loan to an Owner to the Association, or to Declarant or any loan made for the improvement of any Lot or any Common Area an audited financial statement of the Association's affairs within ninety (90) days following the end of any fiscal year of the Association.

3. Said Amended Declaration, as amended, is hereby further amended by adding thereto a new Section 5 of Article VI thereof which shall read as follows: "Section 5. Notices to First Mortgagees. The Association, the Declarant and/or the Owner of any Lot affected by substantial damage to or destruction of a

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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 or to Declarant 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.

EXECUTED this the 31st day of October, 1975.

J L P DEVELOPMENT CORPORATION,
Declarant

(NO SEAL)
By: [Signature]
Its Vice President

SUMMERWOOD HOMEOWNERS' ASSOCIATION
OF AMSTON, INC.

(NO SEAL)
By: [Signature]
Its VICE President

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STATE OF TEXAS ()
 ()
COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority on this day personally appeared EDWIN W. PREWITT, Vice President of J L P DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, 1975.

(SEAL)

NOTARY SEAL

Sharon Ross
Notary Public in and for Travis
County, Texas

My Commission Expires: June 1, 1977

STATE OF TEXAS ()
 ()
COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority on this day personally appeared JOHN E. H. SIKKET, Vice President of SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, 1975.

(SEAL)

NOTARY SEAL

Sharon Ross
Notary Public in and for Travis
County, Texas

My Commission Expires: June 1, 1977

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FILED
Nov 11 9 07 AM 1975
Louis S. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

*John Street
19415 Melrose
78758*

NOTES

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

NOV 4 1975



Louis S. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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