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THE STATE OF TEXAS  
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

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VETERAN'S ADMINISTRATION REQUIRED AMENDMENTS  
TO  
AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WOODLANDS HOMEOWNER'S ASSOCIATION OF AUSTIN

THAT, WHEREAS, on February 12, 1980, THE WOODLANDS OF AUSTIN, INC., as Declarant, executed a document entitled AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE WOODLANDS HOMEOWNER'S ASSOCIATION OF AUSTIN, which document, (hereinafter called the "Master Declaration") was filed for record in Volume 6879, Page 319 et seq of the Deed Records of Travis County, Texas; and,

WHEREAS, on or about May 17, 1982, THE WOODLANDS OF AUSTIN, INC., conveyed all of its remaining undeveloped Lots in THE WOODLANDS to TOPLETZ-WOODLANDS, A Joint Venture; and,

WHEREAS, by virtue of said conveyance, TOPLETZ-WOODLANDS, A Joint Venture, became the Declarant as defined in Article I, Section 6 of the Master Declaration; and,

WHEREAS, Article XIV, Section 6, of the Master Declaration provides that notwithstanding any other provisions contained in said Master Declaration, the Declarant may, upon deciding that the Lots in THE WOODLANDS should have available permanent loans insured or guaranteed by the Veterans Administration, "amend this Declaration to conform to the requirements specified by the ...Veterans Administration for approval as a loan-guaranty project"; and,

WHEREAS, the Declarant has decided that the Lots in THE WOODLANDS should have available permanent loans insured or guaranteed by the Veterans Administration; and,

WHEREAS, after review of the existing Master Declaration and other documents required to be submitted by the Declarant to the Veterans Administration, the Veterans Administration has required the Declarant to make certain amendments to the Master Declaration; NOW THEREFORE, in consideration of the premises, and in accordance with the method provided therefor in Article XIV, Section 6 of the Master

DEED RECORDS  
Travis County, Texas

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Declaration, TOPLETZ-WOODLANDS, A Joint Venture, Declarant, does hereby amend the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE WOODLANDS HOMEOWNERS' ASSOCIATION OF AUSTIN in the following manner, to-wit:

1. ARTICLE III, Section 2 of the Master Declaration is hereby amended so that the same shall hereafter read as follows:

"Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) on December 31, 1985."

2. Article VII of the Master Declaration is hereby amended by adding thereto a new Section 8 as follows:

"Section 8. Applicable Law. All of the rights, privileges, duties and liabilities of the parties under this Article VII shall be as provided under and in accordance with the laws of the State of Texas."

3. Article VIII, Section 14 of the Master Declaration is hereby amended so that the same shall hereafter read as follows:

"Section 14. Right of Way. During reasonable hours, any member of the Environmental Control Committee, or member of the Board of Directors of the Association or a duly authorized representative of either of them, shall have the right to enter upon and inspect any Lot or the Common Area for the purpose of ascertaining whether or not the requirements of these restrictive covenants have been or are being complied with, and such persons when so acting, shall not be deemed guilty of trespass by reason of such entry."

4. Article IX, Section 6 of the Master Declaration is hereby amended so that the same shall hereafter read as follows:

"Section 6. Attorney-in-fact. With respect only to those blanket or master policies of insurance purchased by the Association on behalf of all of the Owners, (if any), each such Owner hereby appoints the Association as its agent and attorney-in-fact for the collection of all proceeds payable thereunder. In connection with such blanket or master policies, the Board of Directors of the Association, acting as the Owners agent, may negotiate, compromise and settle any disputed claim with the insurance company providing such coverage and may execute any releases, discharges or

other documents as may be necessary to effect such end and may institute such actions at law as it deems necessary to collect the proceeds of said policies, PROVIDED, HOWEVER, that if the mortgagee of any Lot shall require such proceeds attributable to such Lot to be paid to it, such proceeds shall be so paid to such mortgagee."

5. Article IX, Section 7 of the Master Declaration is hereby amended so that the same shall hereafter read as follows:

"Section 7. Restoration.

(a) No Owner shall be required to rebuild his unit after destruction by fire or other casualty loss unless the units are insured under a group or blanket hazard insurance policy which contains a Replacement Cost Endorsement providing for replacement of a unit from insurance loss proceeds.

(b) The Association shall NOT be empowered to rebuild a unit and assess the entire cost thereof to the individual unit Owner.

(c) In the event of any fire or other casualty covered under any group or blanket hazard insurance policy, the Association shall collect all insurance proceeds and may, to the extent of such proceeds, as the agent of all owners, 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. The Association shall not be liable to any Owner or his or her family for any delay in the completion of any repair, restoration or replacement due to causes beyond the 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. To the extent that insurance proceeds are not sufficient to effect such repair, restoration or replacement, the Association may levy a Special Assessment against all the members of the Association sufficient to complete such repairs, restoration or replacement.

(d) In the event no restoration is commenced on a damaged or destroyed unit within ninety (90) days after the date of the damage or destruction, the Board shall have the authority to clear the remaining debris from the Lot leaving it in a clean raked condition."

6. Article XI, Section 1 of the Master Declaration is hereby amended so that the same shall hereafter read as follows:

"Section 1. The Association shall have 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 on any other Lot or the Common Area."

7. With the exception of the aforesaid Veterans Administration Required Amendments, each and all of the Covenants, Conditions and

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Restrictions set forth in the Master Declaration shall be and the same are hereby RATIFIED AND CONFIRMED in all things by the Declarant.

EXECUTED this the 13th day of January, 1983.

TOPLETZ-WOODLANDS, A Joint Venture

BY: TOPLETZ CUSTOM HOMES, INC.,  
Joint Venturer

NO SEAL

BY: [Signature]  
STEVE TOPLETZ, President

THE STATE OF TEXAS S  
COUNTY OF TRAVIS S

THIS instrument was acknowledged before me on the 13th day of January, 1983, by STEVE TOPLETZ, President of TOPLETZ CUSTOM HOMES, INC., a corporation, as Joint Venturer of TOPLETZ-WOODLANDS Joint Venture, on behalf of said corporation acting as said Joint Venturer on behalf of said Joint Venture.

NOTARY SEAL

[Signature]  
Notary Public in and for  
the State of Texas  
ANNE E. GURCHICK

VETERANS ADMINISTRATION APPROVAL

THE FOREGOING document has been submitted to and approved by the Veterans Administration Regional Office as evidenced by its signature hereon.

EXECUTED at Waco, McClennan County, Texas this the 28th day of January, 1983.

NO SEAL

VETERANS ADMINISTRATION

BY: [Signature]  
LOAN GUARANTY OFFICER,  
Regional Administrator  
1400 North Valley Mills Drive  
Waco, Texas 76799  
W.E. WELSTEAD

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

FEB 9 1983



[Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

D:5; VOL: 2-TOPLETZ; DOC: WOODLAND 2;

FILED

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[Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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