THE STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS)

THAT GIBRALTAR SAVINGS ASSOCIATION, A SAVINGS AND LOAN ASSOCIATION CHARTERED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AND HAVING ITS HOME OFFICE IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, BEING THE OWNER OF 18.91 ACRES OF LAND IN THE JAMES COLEMAN SURVEY NO. 25 AND THE J. HANRICK SURVEY NO. 28, TRAVIS COUNTY, TEXAS, SAID 18.91 ACRES BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED IN AN INSTRUMENT FROM COTTON TEXAS, LTD., TO GIBRALTAR SAVINGS ASSOCIATION DATED JANUARY 2, 1980 OF RECORD IN VOLUME 6824, PAGE 1430 OF THE TRAVIS COUNTY DEED RECORDS, AND 0.74 ACRE OF LAND BEING A RESUBDIVISION OF LOT 4 BLOCK "A" OF GREAT HILLS SECTION X, A SUBDIVISION OF RECORD IN BOOK 78, PAGE 237 OF THE TRAVIS COUNTY PLAT RECORDS, ACTING HEREIN BY AND THROUGH ITS AUTHORIZED AGENT, GREAT HILLS CO., INC., DOES HEREBY ADOPT THIS PLAT AS ITS SUBDIVISION TO BE KNOWN AS THE GREENS P.U.D. SECTION 2, DOES HEREBY DEDICATE TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON EXCEPT AS INDICATED HEREON AND DOES HEREBY GRANT AN EXPRESS EASEMENT ACROSS ALL PRIVATE ACCESS EASEMENTS AND PRIVATE STREETS FOR PUBLIC USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND/OR NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION SERVICES, SOLID AND OTHER WASTE MATERIAL PICK-UP, ANY OTHER PURPOSES ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND DOES FURTHER AGREE THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF ANY OF SAID COMMON AREAS AND PRIVATE ACCESS EASEMENTS AND PRIVATE STREETS AS A RESULT OF GOVERNMENTAL VEHICLES TRAVERSING OVER SAME.

IN WITNESS WHEREOF, GIBRALTAR SAVINGS ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AGENT THIS THE 1TH DAY OF APRIL, 1983.A.D.

GIBRALTAR SAVINGS ASSOCIATION

Charles R. Wirtanen

CHARLES R. WIRTANEN, PRESIDENT
GREAT HILLS CO., INC., AGENT FOR
GIBRALTAR SAVINGS ASSOCIATION

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED CHARLES R. WIRTANEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14 TH DAY OF June, 1983. A.D.

Shirley Kindla

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

SHIRLEY KINDLA
MY COMMISSION EXPIRES
AUGUST 14, 1985

NOTARY PUBLIC STATE OF TEXAS

FLOOD NOTE

THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON.

David Gieber

DAVID GIEBER

STATE OF TEXAS DAVID DEE GIEBER 51535 REGISTERED PROFESSIONAL ENGINEER

SIDEWALK NOTE

SIDEWALKS SHALL BE LOCATED ON SUBDIVISION SIDE OF LOST HORIZON DRIVE AND RAIN CREEK PARKWAY.

NOTES:

1. EXCEPT FOR STRUCTURAL EXCAVATION, NO CUT OR FILL ON ANY LOT SHALL BE GREATER THAN FOUR FEET.
2. ALL BUILDING FOUNDATIONS ON SLOPES OF FIFTEEN PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
3. EVERY LOT SHALL BE REASONABLY ACCESSIBLE BY A VEHICLE FROM THE ROADWAY EDGE TO THE PROBABLE BUILDING SITE. FOR A MAXIMUM TRAVEL DISTANCE TWENTY-FIVE (25) FEET FROM THE ROADWAY EDGE THE DRIVEWAY GRADE MAY EXCEED FOURTEEN (14) PERCENT ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE DIRECTOR OF THE ENGINEERING DEPARTMENT OR HIS DESIGNEE.

NOTE:

Lake Austin Impervious cover calculations were based on The Greens P.U.D. Sections One and Two combined as one subdivision.

APPROVED FOR ACCEPTANCE

MAY 24, 1983
DATE

Richard Lillie
RICHARD R. LILLIE, DIRECTOR OF PLANNING

ACCEPTED AND AUTHORIZED FOR RECORD BY PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, THIS THE 25TH DAY OF MAY, 1983. A. D.

Mary E. Ley
SECRETARY MARY E. LEY

Gilbert M. Martinez
CHAIRMAN GILBERT M. MARTINEZ

FILED FOR RECORD AT 4:50 O'CLOCK P.M., THIS THE 24th DAY OF August, 1983, A.D.

L. Jones
DEPUTY L. JONES

Doris Shropshire
DORIS SHROPSHIRE, CLERK, COUNTY COURT TRAVIS COUNTY, TEXAS

STATE OF TEXAS)

COUNTY OF TRAVIS)

I, DORIS SHROPSHIRE, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF August, A.D. 1983, AT 4:50 O'CLOCK P.M., AND DULY RECORDED ON THE 24th DAY OF August A.D., 1983, AT 4:55 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT BOOK 83, PAGES 182C, 1822, +1833

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY THE DATE LAST WRITTEN ABOVE.

L. Jones
DEPUTY L. JONES

Doris Shropshire
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

I, DONALD KIRBY, A REGISTERED PUBLIC SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH SURVEYING PORTIONS OF CHAPTER 13 OF THE CITY OF AUSTIN CODE; IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CERTIFIED TO THIS 11 DAY OF May, A.D., 1983.

STATE OF TEXAS DONALD JOHN KIRBY 2565 REGISTERED PUBLIC SURVEYOR

Donald J. Kirby

DONALD J. KIRBY
REGISTERED PUBLIC SURVEYOR
NO. 2508, STATE OF TEXAS

EASEMENT NOTE:

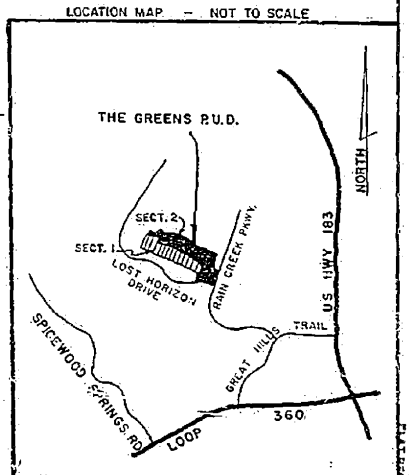
SLOPE EASEMENTS FOR ROADWAYS, DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS WILL BE CONTAINED WITHIN THE 10 FOOT BUILDING SETBACK LINES.

COMMON AREA LOTS CANNOT BE RESUBDIVIDED WITHOUT CONSENT OF ALL PROPERTY OWNERS.

TWO (2) OFF STREET PARKING SPACES WILL BE PROVIDED FOR EACH UNIT.

TITLES TO THE COMMON AREAS SHALL BE VESTED IN A PROPERTY OWNERS ASSOCIATION COMPRISING THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION. FOR RESTRICTIONS PERTAINING TO THE LOTS AND COMMON AREAS ON THIS PLAT SEE BOOK 8220 PAGE 688 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

LOCATION MAP — NOT TO SCALE



ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840
P.O. BOX 519 AUSTIN, TEXAS 78767

THE GREENS P.U.D. SECTION TWO

C814-81-003.1 (02) SHT. 1 OF 3

PLAT NO. 1133

Vol. 83 Page 182C AUG 24-83 RCCH 8149 & 60.00

83 125A7

Vol. 83 Page 1822C

ADDITIONAL COURSES

REF NO.	BEARING	DISTANCE
1	N 7° 9'16"E	88.65
2	N69°13'23"E	81.49
3	N54°23'41"E	60.93
4	N63°49'56"W	89.82
5	N26°27'57"E	109.71
6	N26°27'57"E	60.00
7	N26°27'57"E	24.95
8	N23°53'22"E	100.01
9	N35°48'33"E	50.00
10	N15°46'21"E	82.02
11	N63°49'11"E	57.06
12	N53°15' 5"W	101.15
13	N58°33' 5"W	46.40
14	N58°33' 5"W	90.00
15	N58°33' 5"W	35.00
16	N31°26'55"E	18.00
17	N31°26'55"E	65.00
18	N31°26'55"E	35.00
19	N45°28'33"E	5.70
20	N84°28'49"E	54.11
21	N31°26'55"E	4.39
22	N63°42'45"W	49.19
23	N59° 5'44"W	47.81
24	N59° 5'44"W	47.81
25	N63°42'45"W	49.00
26	N31°26'55"E	64.52
27	N84°28'49"E	54.11
28	N84° 1'11"W	46.00
29	N72° 1'11"W	58.46
30	N88°48' 6"E	75.00
31	N88°48' 6"E	75.00
32	N72° 1'11"W	58.46
33	N84° 1'11"W	46.00
34	N 9°28'49"E	35.00
35	N26° 6'38"E	57.27
36	N26° 6'38"E	64.98
37	N 7°43'25"W	69.31
38	N71°18'42"E	70.25
39	N81°50'10"W	82.00
40	N86°25'40"E	59.35
41	N86°25'40"E	60.00
42	N86°25'40"E	55.42
43	N86°25'40"E	65.00
44	N20°59'26"W	54.17
45	N31°26'55"E	74.29
46	N25°11'17"W	66.56
47	N25°11'17"W	42.76
48	N25°11'17"W	42.96
49	N25°11'17"W	25.00
50	N68° 9'49"W	36.00
51	N63°53'22"W	32.71
52	N63°53'22"W	55.00
53	N55°17'16"W	55.63
54	N63°53'22"W	55.00
55	N55°17'16"W	55.63
56	N63°53'22"W	55.00
57	N55°17'16"W	55.63
58	N63°53'22"W	55.00
59	N55°17'16"W	9.96
60	N63°53'22"W	55.00
61	N63°53'22"W	29.08
62	N85°53'53"E	30.00
63	N85°53'53"E	65.00
64	N85°53'53"E	65.00
65	N88°48' 6"E	57.78
66	N85°53'53"E	65.00
67	N88°48' 6"E	55.27
68	N85°53'53"E	63.65
69	N88°48' 6"E	34.02
70	N88°48' 6"E	40.98
71	N16°38'51"W	38.84
72	N 7° 9'16"E	59.00
73	N 7° 9'16"E	29.65
74	N78°20'40"E	47.53
75	N69°13'23"E	53.98
76	N69°13'23"E	27.51
77	N87°36' 3"W	28.64
78	N88°48' 6"E	55.14
79	N87°36' 3"W	55.87
80	N88°48' 6"E	55.36
81	N87°36' 3"W	55.87
82	N88°48' 6"E	22.55
83	N87°36' 3"W	55.87
84	N87°36' 3"W	9.03
85	N66°46'58"W	53.76
86	N66°46'58"W	64.97
87	N66°46'58"W	70.00
88	N55°17'16"W	57.11
89	N57°51' 8"W	77.00
90	N55°17'16"W	80.07
91	N57°51' 8"W	77.00
92	N55°17'16"W	80.07
93	N57°51' 8"W	77.00
94	N55°17'16"W	80.07
95	N38°41'38"E	73.48
96	N55°10'59"W	74.23
97	N29°56' 1"W	34.01
98	N13°27'16"W	75.00
99	N10°10'25"E	73.00
100	N 9°28'49"E	54.00
101	N81°35'16"W	80.55
102	N15°46'21"E	38.69
103	N88°45'56"E	35.00
104	N31°14' 4"W	45.67
105	N15°46'21"E	43.33
106	N54°28'44"E	80.34
107	N45°40' 6"W	40.70
108	N 2°45'49"E	81.04
109	N79°41'39"W	72.88
110	N56°30'20"W	36.00
111	N46°56'29"W	45.00
112	N45°40' 6"W	53.51
113	N46°56'29"W	50.00
114	N72°43'36"W	43.00
115	N25°11'17"W	67.96
116	N 9°28'49"E	20.85
117	N55°17'15"W	4.52
118	N82°49'40"E	134.99
119	N45°40' 6"W	118.79

ADDITIONAL CURVE DATA (DENOTED BY C)

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH.BEARING
1	12° 3'25"	133.21	28.03	27.98	14.07	N 89°47'42"W
2	28°29' 8"	133.21	66.23	65.55	33.81	N 69°56' 1"E
3	26° 2'50"	110.95	50.44	50.00	25.66	N 58°29'57"E
4	10°12'56"	133.21	23.75	23.72	11.91	N 50°35' 0"E
5	27°57'27"	110.95	54.14	53.60	27.62	N 85°30' 5"E
6	16°12'14"	160.00	45.25	45.10	22.78	S 17°34'56"W
7	58°47'46"	160.00	164.19	157.08	90.15	S 55° 4'56"W
8	8°18'15"	182.32	26.42	26.40	13.24	S 80°19'42"W
9	44°43'39"	182.32	142.33	138.74	75.01	S 53°48'45"W
10	8°53'25"	140.95	21.87	21.85	10.96	S 64°39' 7"W
11	45°34'45"	60.00	47.73	46.48	25.21	S 82°59'47"W
12	30°23' 0"	140.95	74.74	73.87	38.27	S 84°17'19"W
13	8°12'54"	153.44	22.00	21.98	11.02	S 5°22'22"W
14	25°56'50"	153.44	69.49	68.88	35.35	N 11°42'30"E
15	29°31'27"	153.44	79.07	78.19	40.43	N 39°26'39"W
16	29°48'49"	153.44	79.84	78.94	40.85	N 69° 6'47"W
17	7°18'47"	355.31	45.35	45.32	22.71	N 58°56'40"W
18	8°53'30"	355.31	55.14	55.08	27.62	N 67° 2'48"W
19	9° 4'54"	355.31	56.32	56.26	28.22	N 76° 2' 0"W
20	9°45' 4"	355.31	60.47	60.40	30.31	N 85°26'59"W
21	0°52'23"	355.31	5.41	5.41	2.71	N 89°14'18"E
22	26°58'42"	20.00	9.42	9.33	4.80	N 75°18'46"E
23	27°20'11"	20.00	9.54	9.45	4.86	N 48° 9'19"E
24	36°25'24"	40.00	25.43	25.00	13.16	N 72°59'12"W
25	53°34'36"	40.00	37.40	36.06	20.20	N 27°59'12"W
26	42°43'51"	40.00	29.83	29.15	15.65	S 20°10' 2"W
27	47°16' 9"	40.00	33.00	32.07	17.50	S 65°10' 2"W
28	42° 8' 0"	40.00	29.41	28.76	15.41	S 70° 7'54"E
29	12°10'52"	40.00	8.50	8.49	4.27	S 42°58'28"E
30	4°54'30"	385.31	33.01	33.00	16.51	S 88°44'39"E
31	8°30'10"	385.31	57.18	57.13	28.64	S 82° 2'19"E
32	8°59'32"	385.31	60.47	60.41	30.30	S 73°17'28"E
33	9°59'56"	385.31	67.24	67.16	33.71	S 63°47'45"E
34	3°30'30"	385.31	23.59	23.59	11.80	S 57° 2'31"E
35	42°29'43"	183.44	136.05	132.96	71.33	S 34°12'42"E
36	22°26'39"	183.44	71.86	71.40	36.40	S 11°44'31"E
37	15°36'47"	332.00	90.47	90.19	45.52	S 23°34'45"W
38	18°35'48"	190.00	61.67	61.40	31.11	N 45°56' 2"E
39	29°14'53"	190.00	96.99	95.94	49.58	N 69°51'23"E
40	7°44'38"	735.32	99.38	99.31	49.77	N 49°32'25"W
41	26°59'11"	50.00	23.55	23.33	12.00	N 74°25'52"E
42	5°40'59"	735.32	72.94	72.91	36.50	N 56°15'14"W
43	65°28'40"	50.00	57.14	54.08	32.15	S 63°38'36"W
44	84°31'20"	50.00	73.76	67.25	45.43	S 41°21'24"E
45	7°43'54"	765.32	103.27	103.20	51.72	S 55°13'47"E
46	5°41'44"	765.32	76.08	76.05	38.07	S 48°30'58"E
47	5°59'34"	308.70	32.29	32.27	16.16	S 48°39'53"E
48	21° 3'56"	308.70	113.50	112.86	57.40	S 62°11'38"E
49	16°50' 7"	60.00	17.63	17.57	8.88	S 65°47'47"E
50	27° 9'19"	190.00	90.05	89.21	45.89	N 23° 3'29"E
51	28°33'38"	183.44	91.44	90.50	46.69	S 69°44'22"E
52	123° 0'49"	50.00	107.35	87.89	92.11	N 30°36' 8"W
53	4°21'50"	332.00	25.29	25.28	12.65	S 33°34' 4"W

CURVE DATA (CIRCLED REFERENCE NO.)

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH.BEARING
1	9°16'59"	615.84	99.78	99.67	50.00	S 31° 6'27"W
2	19°56'37"	332.00	115.76	115.17	58.47	S 25°45'40"W
3	28° 3'33"	268.00	131.25	129.94	66.97	S 29°48' 7"W
4	82°54'37"	20.00	28.94	26.48	17.67	S 85°17'25"W
5	5°17'59"	1080.30	99.93	99.89	50.00	N 55°54' 5"W
6	115°12'55"	15.00	30.16	25.33	23.64	S 26° 9'32"E
7	50°45'28"	133.21	118.01	114.19	63.19	N 70°51'16"E
8	54° 0'17"	110.95	104.57	100.75	56.54	N 72°28'40"E
9	90° 0' 0"	15.00	23.56	21.21	15.00	S 35°31'11"E
10	75° 0' 0"	160.00	209.44	194.80	122.77	S 46°58'49"W
11	53° 1'54"	182.32	168.75	162.79	90.97	S 57°57'52"W
12	90° 0' 0"	15.00	23.56	21.21	15.00	S 76°26'55"W
13	89°49'18"	15.00	23.52	21.18	14.95	S 71°22'36"W
14	9° 0'51"	374.65	58.94	58.88	29.53	N 68°13'11"W
15	27° 3'30"	308.70	145.78	144.43	74.28	N 59°11'51"W
16	13°25'37"	765.32	179.38	178.94	90.09	N 52°22'55"W
17	60° 0' 0"	20.00	20.94	20.00	11.55	N 29° 5'44"W
18	150° 0' 0"	50.00	130.90	96.59	186.60	N 74° 5'44"W
19	150° 0' 0"	50.00	130.90	96.59	186.60	S 44° 5'44"E
20	60° 0' 0"	20.00	20.94	20.00	11.55	S 89° 5'44"E
21	13°25'37"	735.32	172.32	171.93	86.56	S 52°22'55"E
22	27° 3'30"	338.70	159.95	158.47	81.50	S 59°11'51"E
23	9° 0'51"	344.65	54.22	54.17	27.17	S 68°13'11"E
24	90°10'42"	15.00	23.61	21.25	15.05	S 18°37'24"E
25	90° 0' 0"	15.00	23.56	21.21	15.00	N 13°33' 5"W
26	53° 1'54"	77.06	71.33	68.81	39.45	N 57°57'52"E
27	75° 0' 0"	190.00	248.71	231.33	145.79	N 46°58'49"E
28	93°30' 0"	183.44	299.35	267.22	195.00	N 37°16'11"W
29	12° 0' 0"	152.23	31.89	31.82	16.00	N 78° 1'11"W
30	16°43'55"	306.00	89.36	89.04	45.00	N 63°39'14"W
31	35°54'37"	385.31	241.49	237.56	124.86	N 73°14'35"W
32	54°18'53"	20.00	18.96	18.26	10.26	N 64° 2'28"W
33	54°18'53"	40.00	37.92	36.51	20.52	N 64° 2'28"W
34	90° 0' 0"	40.00	62.83	56.57	40.00	S 45°18' 6"W
35	90° 0' 0"	40.00	62.83	56.57	40.00	S 46°11'54"E
36	54°18'53"	40.00	37.92	36.51	20.52	N 61°38'40"E
37	54°18'53"	20.00	18.96	18.26	10.26	N 61°38'40"E
38	35°54'38"	355.31	222.69	219.06	115.14	S 73°14'35"E
39	16°43'55"	336.00	98.12	97.77	49.41	S 63°39'14"E
40	12° 0' 0"	182.23	38.17	38.10	19.15	S 78° 1'11"E
41	93°30' 0"	153.44	250.39	223.52	163.11	S 37°16'11"E
42	90° 0' 0"	15.00	23.56	21.21	15.00	S 54°28'49"W
43	39°16'25"	140.95	96.61	94.73	50.29	S 79°50'37"W
44	62°24'52"	60.00	65.36	62.18	36.35	N 88°35'10"W
45	91°10'21"	25.00	39.78	35.72	25.52	S 77° 2' 6"W

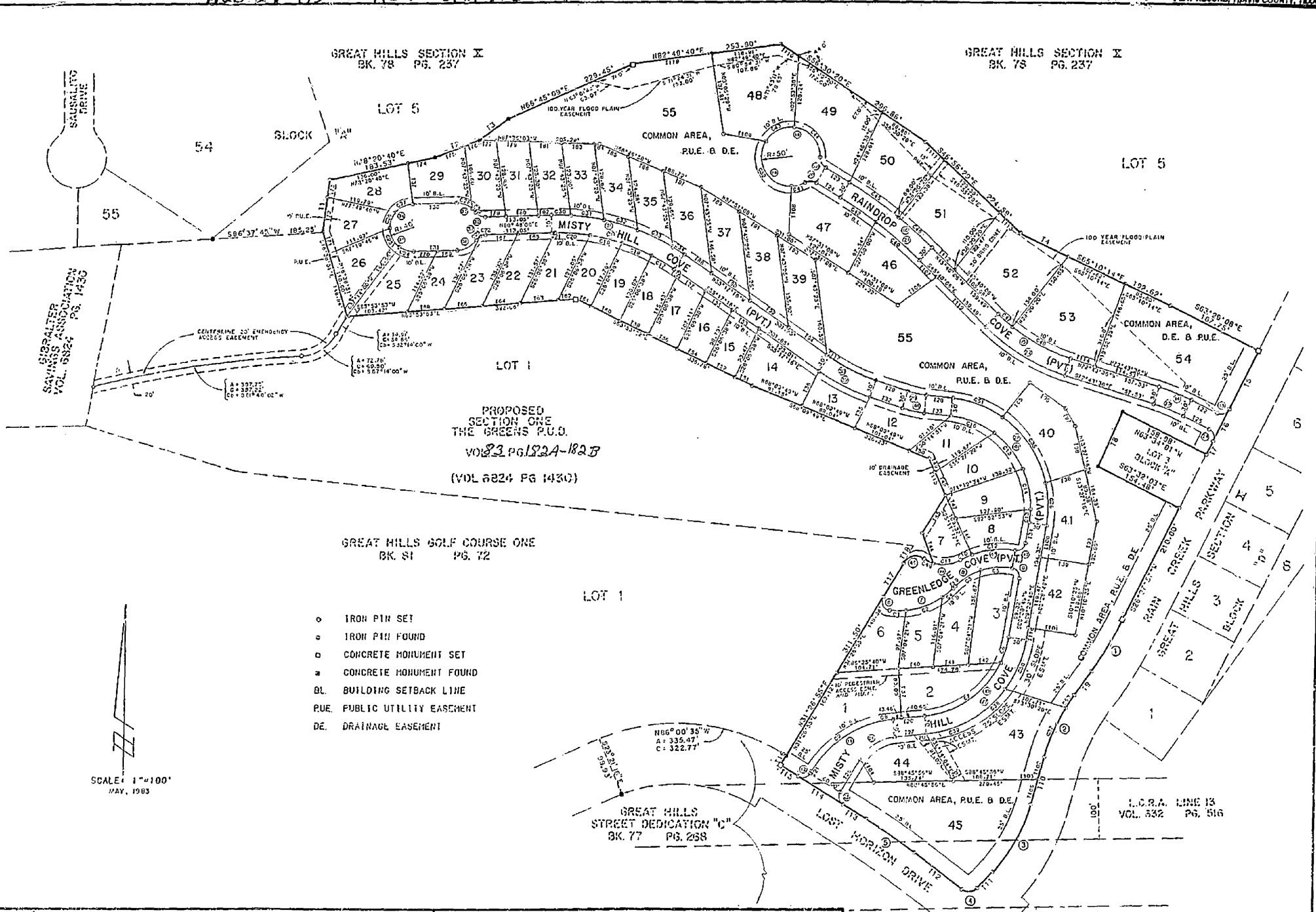
ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840
P.O. BOX 519 AUSTIN, TEXAS 78767

THE GREENS P.U.D.
SECTION TWO

AUG 24 -83 RCCH 8149 A 60.00

83 12849

Vol. 83 Page 183A
PLAT RECORD, TRAVIS COUNTY, TEXAS



- o IRON PIN SET
- ● IRON PIN FOUND
- o CONCRETE MONUMENT SET
- ■ CONCRETE MONUMENT FOUND
- BL. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

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THE GREENS P.U.D.
SECTION TWO

C814-81-023.1(82)

Adv-2483 Rec# 137659 53.00

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

THE GREENS

A PLANNED UNIT DEVELOPMENT

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This Declaration, made on the date hereinafter set forth by GIBRALTAR SAVINGS ASSOCIATION ("Gibraltar") and STEVE TOPLETZ, TRUSTEE ("Topletz").

W I T N E S S E T H:

WHEREAS, Gibraltar and Topletz are the owners of certain property in the County of Travis, State of Texas, which is more particularly described as follows:

> See Exhibit A attached hereto and made a part hereof for all purposes (the "Property")

WHEREAS, Gibraltar and Topletz desire to create thereon a planned residential development containing permanent open spaces and other common facilities for the benefit of said development; and,

WHEREAS, Gibraltar and Topletz desire to provide for the preservation of the values and amenities in said development and for the maintenance of said open spaces and other common facilities and to this end, desire to subject the property herein described to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Gibraltar and Topletz have deemed it desirable for the efficient preservation of the values and amenities in said development, to create a Homeowners' Association to which should be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, Gibraltar and Topletz hereby declare that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions,

which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

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Definitions

Section 1.1. "Association" shall mean and refer to THE GREENS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

Section 1.3. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 1.4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to a public purchaser is described in Exhibit B attached hereto.

Section 1.5. "Lot" shall mean and refer to any plot of land identified by number upon the recorded subdivision map of the Property with the exception of Common Area.

Section 1.6. "Single Family Lot" shall mean and refer to Lots 45-53 upon the recorded subdivision Plat for The Greens P.U.D. Section Two.

Section 1.7. "Townhouse Lot" shall mean and refer to Lots 1-44 upon the recorded subdivision Plat for the Greens P.U.D. Section Two.

Section 1.8. "Declarant" shall mean and refer to Topletz, his successors and assigns if such successors and assigns should acquire all of Topletz's interest in the Property.

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Section 1.9. "Golf Course Lot" shall mean and refer to Lot 1, upon the recorded Subdivision Plat for The Greens P.U.D. Section One.

Section 1.10. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.11. "Public Purchaser" shall mean and refer to the first person or entity other than Gibraltar or Topletz who becomes an Owner of any Lot.

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Section 1.12. "Single Family Residence" shall mean and refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.13. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.14. "Improvements" shall include, but shall not be limited to, the erection of, additions to, or alterations of any structure, including but not limited to any buildings, detached buildings, garages, carports, storage buildings, tool sheds, kennels, or greenhouses; the erection of any fence; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any Lot; the construction of any driveway, walkway, entryway, patio or other similar item; and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

Section 1.15. "Zero Lot Line Wall" shall mean and refer to that wall of any single family residence which is built upon the common property line of two (2) lots, or of one (1) lot and any common area.

Section 1.16. "Plat" shall mean and refer to the subdivision maps of the Property including both the map or plat of The Greens P.U.D. Section One and The Greens P.U.D. Section Two approved by the Planning Commission of the City of Austin and filed for record in the Plat Records of Travis County, Texas.

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ARTICLE II

Property Rights in the Common Area and General Use

Section 2.1. Owner's Easements of Enjoyment, Common Area. Every Owner of a Lot in The Greens P.U.D. Section Two 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: 3 33 2617

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the number of guests of Members;

(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 his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate, sell 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 and the governing body of such public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer has been recorded.

(d) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or maintaining the Common Area and in aid thereof, to mortgage said Common Area, and the rights of the Mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. No such action shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such action has been recorded;

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(e) the right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon.

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

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ARTICLE III

Membership and Voting Rights

Section 3.1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. The Owner of the Golf Course Lot shall be a member of the Association and shall have the right to vote on all matters other than assessments. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. 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 Gibraltar 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, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and Gibraltar who 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:

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

(b) on January 1, 1986.

ARTICLE IV

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Covenant for Maintenance Assessments

Section 4.1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, except those exempt under Section 4.9, and Gibraltar hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The obligation to pay such assessments being part of the purchase price of each Lot when sold to an Owner, an express Vendor's Lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association, each such lien to be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such Lot as provided above.

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Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and of the homes situated upon the Property. 3 33 2620

Section 4.3. 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 (a) defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or (b) defraying, in whole or in part, any deficit created by an excess of expenditures of the Association over receipts for the previous year provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.4. Notice and Quorum for Any Action Authorized Under Section 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 shall be sent to all members not less than 15 days nor more than 50 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 of each class of membership shall constitute a 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 4.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots

except as provided in Section 4.9 and may be collected on a monthly basis; except however, the amount of the assessment to be paid by the Declarant as set out in Section 4.3.

Section 4.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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.

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Section 4.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within 30 days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of twelve percent (12%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay same, or (2) foreclose the lien against the property, or (3) both, and, in either event, there shall be added to the amount of each

assessment, interest as provided and all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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. No extinguishment of the lien shall relieve the delinquent Lot Owner from his personal obligation and liability therefor.

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Section 4.9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) all properties dedicated to and accepted by any local governmental authority and devoted to public use;

(b) all Common Area as defined in Section 1.4;

(c) the Golf Course Lot.

ARTICLE V

Association Maintenance and Services

Section 5.1. Common Area. The Association may, at any time, as to any Common Area conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without the approval of the Owners being required:

5.1.1. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in ac-

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cordance with (a) the last plans thereof approved by the Board, or (b) the original plans for the improvement, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish, or standard of construction of such improvement as the same existed.

5.1.2. Construct, reconstruct, repair, replace or refinish any road improvement, or surface upon any portion of the Common Area used as a road, street, walk, driveway or parking area.

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5.1.3. Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of soil and aesthetic purposes.

5.1.4. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

5.1.5. Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty and utility thereof in accordance with the general purposes specified in this Declaration.

5.1.6. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, agents or employees, such Owner does hereby authorize the Association to repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be paid by said Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

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Section 5.2. Emergency Repairs. The Association shall have the continuing right to enter upon any Lot for the purpose of making emergency repairs necessary to protect the Property or any person from damage or harm. If any of such emergency repairs are the responsibility of the Lot Owner, he may be specially assessed for the cost of such emergency repairs.

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Section 5.3. Exterior Maintenance, Lots. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a satisfactory manner as determined by the Board, then the Association, upon a vote of two-thirds (2/3) of the Board, shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements situated thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

Environmental Control

Section 6.1. Construction of Improvements. Because the maintenance of environmental and architectural harmony and unity is essential for preservation and enhancement of the value of the Lots and the harmonius functioning of the properties, no improvements may be constructed or erected on any Lot by anyone other than the Declarant without the prior written approval of the Environmental Control Committee appointed by the Association.

Section 6.2. Environmental Control Committee. The Board of Directors of the Association shall appoint an Environmental Control Committee composed of at least three (3) persons to review and approve or disapprove improvements proposed to be made by any Owner or Builder other than the Declarant. The Environmental Control Committee shall meet within 15 calendar days after an Owner has made application to it for approval, submitting at that time two (2) complete sets of plans and specifications detailing

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the proposed improvements, and including, specifically: (a) all proposed utility meter locations and methods of screening same; (b) the specific design of any zero lot line wall; (c) the design and location of any proposed fence; (d) a site plan locating all trees 6" in diameter or greater and identifying any such tree 3 33 2625 which is proposed to be removed, and (e) the design and location of the mailbox. The Environmental Control Committee shall approve or disapprove said proposed plans, in writing, within 30 calendar days after the meeting. In the event the Environmental Control Committee disapproves the proposed plans, it shall identify with particularity the features which caused the disapproval. Approval shall be conditioned upon completion of construction within one (1) year after construction has been commenced. All decisions shall be made by a majority of the Environmental Control Committee. Should the Committee fail to take any action for 30 calendar days following the meeting, the proposed plans shall be considered approved.

ARTICLE VII

General Restrictions

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restricions:

Section 7.1. Antennas. No exterior radio, television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee, except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative.

Section 7.2. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance on any Lot or the Association property without the approval of the Board, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any residence or any part of the Association property or which would be in violation of any law.

Section 7.3. Subdividing. No Lot or Common Area shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant or the Association is the owner thereof, Declarant or the Association may further divide and subdivide any Lot or Common Area subject to City of Austin ordinance requirements.

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Section 7.4. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except for signs which are part of Noan's or Gibraltar's overall marketing plan for the portion of the Property it owns. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

Section 7.5. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view.

Section 7.6. Noise. No exterior speakers, horns, whistles, bells or other sound devises (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other property or to its occupants.

Section 7.7. Construction of Improvements. No improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

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Section 7.8. Repair of Buildings. All improvements hereafter constructed upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof. The opinion of the Architectural Committee as to condition shall be final.

Section 7.9. Improvements and Alterations. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any improvement, or the removal of any improvement shall be performed only with the prior written approval of the Architectural Committee. 3 33 2627

Section 7.10. Violation of Rules. The violation of rules promulgated by the Association by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

(a) The imposition of a special charge not to exceed Fifty Dollars ($50.00) per violation, or

(b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, or

(c) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to, attorney's fees and court costs.

Before the Board may invoke the remedy provided in paragraph (a) or (b) above, it shall afford the Owner Notice and a Hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

Section 7.11. Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee. 3 33 2628

Section 7.12. Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbeque unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in recreation and open spaces designated for such use by Declarant, or by the Association as to Association property.

Section 7.13. Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, except that temporary structure necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, such approval to include the nature, size, duration and location of such structure.

Section 7.14. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

Section 7.15. Vehicles. The use and storage of all vehicles, including but not limited to, helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs and snowmobiles

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shall be subject to rules promulgated by the Association, which may regulate, prohibit or limit the use thereof within specified parts of the Property.

Section 7.16. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry may be kept on any Lot. 3 33 2629

ARTICLE VIII

Residential Restrictions

Section 8.1. Residential, Golf Course, and Common Areas. All of the Single Family Lots and Townhouse Lots shall be improved and used solely for residential use. Common Areas may be improved and used for active and passive recreational purposes for the primary benefit of the Owners and occupants of Single Family Lots and Townhouse Lots. The Golf Course Lot shall be used and improved only as part of a golf course. As to any specific areas, however, Declarant (or the Board if delegated by Declarant) may, in its sole and absolute discretion, permit other improvements and uses.

Section 8.2. Improvements and Use.

(a) Except as provided in Section 8.1 hereof, no Lot shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence. Outbuildings and storage sheds shall be permitted subject to the prior written approval of the Architectural Committee.

(b) All structures other than fences upon Single-Family Lots shall be set back from the front and rear Lot lines as provided on the Plat and shall be set back a minimum of five feet (5') from each side Lot line with the sum of the set back on both side Lot lines no less than fifteen feet (15').

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(c) All structures upon Townhouse Lots shall be subject to set back requirements as shown on the Plat.

(d) Structures with a Zero Lot Line Wall shall only be constructed upon a Townhouse Lot. No wall constructed on a Zero Lot Line shall have any windows, doors or other openings. 3 33 2630

Section 8.3. Rentals. Nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis.

Section 8.4. Unsightly Articles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot, so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, on Lots, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

Section 8.5. Minimum Yards. Minimum yard and set back requirements may be set by the Architectural Committee or the

Declarant in a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of The Greens.

Section 8.6. Fencing. All fences must receive approval of the Architectural Committee before installation. Type, height, and location must be submitted in writing or in a drawing for approval. 3 33 2631

Section 8.7. Recreation and Open Spaces. No land within any Recreation and Open Space shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and improvement, and may be given by recorded Supplemental Declaration, Declarant may delegate its right to grant such approvals to the Board.

Section 8.8. Recreational Improvements. Any proposed construction of recreational improvements must be reviewed and approved by the Architectural Committee.

ARTICLE IX

Easements and Rights

Section 9.1. General Easement. The Declarant, so long as it retains record title to any Lot, and the Association, reserve the right and easement to the use of the Common Area and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any other Lot or the Common Area.

Section 9.2. Crossover Easement. If the Declarant, or 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, the Declarant or such Owner shall have an easement to do so; PROVIDED, that such User shall use the most direct, feasible route entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition at such User's expense.

Section 9.3. Encroachment Easement. If any structure erected or reconstructed by Declarant, Gibraltar or by an Owner, upon a Townhouse Lot with the approval of the Environmental Control Committee shall encroach no more than twenty-four inches (24") on the Lot of an adjoining Owner, or the Common Area, then the Association and the Adjoining Owner grant to such Owner an easement permitting the persistence of such encroachment. 3 33 2632

Section 9.4. Overhang Easement. An overhang easement is reserved and granted to any Owner of a Townhouse Lot whose eaves, gutters or similar items on his Townhouse Lot overhang a reasonable distance on or above the Lot of another Owner, or the Common Area, PROVIDED that such overhang easement shall not exceed thirty-six inches (36").

Section 9.5. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over all Lots and the Common Area for the construction of a common cable television system, a common sprinkler system, or any other item for the common benefit of the Owners approved by a vote of two-thirds (2/3) of the members of each class voting thereon at a meeting called for such purpose. An easement is further granted for the purpose for repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Area to effectuate the foregoing purposes shall not be deemed a trespass.

Section 9.6. Plat Easements. The easements referred to in Sections 9.1 through 9.7 inclusive are in addition to any easements noted on the face of the Plat.

Section 9.7. Emergency Access Easements. There is hereby granted to all law enforcement, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons an easement to enter upon the Common Area in the performance of their duties.

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ARTICLE X

Deviations

Section 10.1. Deviations by Association. The Association may grant deviations from the restrictions set forth in Articles VII and VIII. Such approval shall require the affirmative vote of two-thirds (2/3) of the Members of each class voting at a meeting duly called for this purpose.

ARTICLE XI

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General Provisions

Section 11.1. Enforcement. The Declarant, the Association, or any Owner, or any other Owner of a Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 11.3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless owners of two-thirds (2/3) of the Lots execute a document terminating the Declaration and file it in the Deed Records of Travis County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners. After thirty (30) years, any section of this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. To

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be valid, any amendment must be recorded in the Deed Records of Travis County, Texas.

Section 11.4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner.

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Section 11.5. Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

Section 11.6. Notices. All Notices given or required to be given by the Association to its Members shall be deemed to have been given if actually received and, whether or not actually received shall be deemed given when deposited in the United States Mail, postage prepaid and addressed to the Member at his address as it appeared on the books of the Association.

Section 11.7. Complaints. If the Association determines that any Owner is in violation of any one or more of these covenants, or of any of his duties arising hereunder, it shall be the duty of the Association to notify said Owner in writing, identifying the provisions being violated and giving its reasons for such complaint. If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, the

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Association shall have the right to (a) institute appropriate legal action, or (b) submit the dispute to arbitration as provided in Article XII.

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Section 11.8. Remedy of Violations. When a complaint has been finally upheld against an Owner, whether through arbitration, agreement or court action, the Owner in violation shall be notified of such fact and allowed thirty (30) days from the date of the notice to remedy the violation, unless some different time is specified in the notice. In the event the Owner fails or refuses to remedy the violation within the period provided therefor, the Association may, (but shall not be required to) make the appropriate repairs, or take such steps as shall be necessary to remedy the violation and levy a special assessment against such Owner for the costs involved therein. The Association and its employees and agents shall have the right to enter upon the Lot owned by the violating Owner for the purpose of curing such violation.

ARTICLE XII

Arbitration

Section 12.1. Required or Permitted Arbitration. Where any provisions of this Declaration shall permit or require that a dispute be submitted to arbitration, such arbitration shall proceed as provided in this Article.

Section 12.2. Rules. All arbitration shall be held in accordance with the rules of the TEXAS GENERAL ARBITRATION ACT as follows:

12.2.1. One arbitrator shall be chosen by the complaining party.

12.2.2. One arbitrator shall be chosen by the party against whom the complaint has been filed.

12.2.3. One arbitrator shall be chosen by the two arbitrators previously chosen.

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12.2.4. If either party fails or refuses to choose an arbitrator within fifteen (15) days after notice that the dispute has been submitted to arbitration, then the other party may choose the second arbitrator.

12.2.5. The arbitrators shall meet and issue a written decision to both parties within thirty (30) days after the transmission of the notice of submission to arbitration. 33 2636

12.2.6. The losing party shall pay all costs of the arbitration including the fees and expenses of the arbitrators and the costs and expenses, including attorney's fees, of the prevailing party.

Section 12.3. Remedy. The Owner against whom a complaint has been upheld shall remedy the violations as provided in Section 11.8 of this Declaration.

EXECUTED this the 2nd day of August, 1983

STEVE TOPLETZ, Trustee

GIBRALTAR SAVINGS ASSOCIATION
By: CREST HILLS COMPANY, INC.

NO SEAL By _____
PRESIDENT CHARLES Wirtanen

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 2, 1983 by STEVE TOPLETZ, Trustee.

NOTARY SEAL

NOTARY PUBLIC, State of Texas
MELISSA ANN MURRY
Notary Public State of Texas
Commission Expires July 5, 1987
Print Name _____

8220 , 710

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 5, 1983, by * Charles Wirtanen, President of GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation, on behalf of said corporation.

3 33 2637

NOTARY PUBLIC, State of Texas
Print Name DAVID L. TANDY

Charles Wirtanen, President of Great Hills Company, Inc, Agent of
* GREAT HILLS CO.

DAVID L. TANDY
Notary Public, State of Texas
My Commission Expires 11-13-85

NOTARY SEAL

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EXHIBIT A

The Greens P.U.D., Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded at Book 83, Pages 182A and 182B, Plat Records of Travis County, Texas.

The Greens P.U.D., Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof recorded at Book 83, Pages 182C, 182D and 183A, Plat Records of Travis County, Texas.

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EXHIBIT B

The Common Area includes Lots 45, 54, 55 and all private roads shown on the Plat of Section Two of The Greens P.U.D. and the 20' emergency access easement shown on the Plat.

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FILED

1983 AUG 24 PM 4 45

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date 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

AUG 24 1983

COUNTY CLERK
TRAVIS COUNTY, TEXAS

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2109
$106.00

GREAT HILLS

APPROVED on January 21, 2020

GREAT HILLS HOMEOWNERS ASSOCIATION

2019 REVISION

OF

DECLARATION OF RESTRICTIVE COVENANTS AND BYLAWS

TO THE

ORIGINAL 1980

GREAT HILLS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

DEDICATORY INSTRUMENT TRAVIS COUNTY OFFICIAL RECORDS

VOL 7119

PAGE 1218

GREAT HILLS DECLARATION
TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS

ARTICLE 2
GENERAL RESTRICTIONS

ARTICLE 3
ENFORCEMENT OF RESTRICTIONS

ARTICLE 4
GREAT HILLS HOMEOWNERS ASSOCIATION

ARTICLE 5
ARCHITECTURAL REVIEW COMMITTEE

ARTICLE 6
FUNDS AND ASSESSMENTS

ARTICLE 7
MISCELLANEOUS

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DECLARATION OF RESTRICTIVE COVENANTS AND BY-LAWS OF THE GREAT HILLS HOMEOWNERS ASSOCIATION

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS;

THAT WHEREAS the Great Hills Master Association was provided for by the Great Hills Master Declaration of Covenants, Conditions, and Restrictions at Vol 7119, page 1218 of the Official Records of Travis County The Association has the authority to establish and amend Great Hills Rules and Association Bylaws, including, but not limited to the setting fees, for the real property known as "Great Hills, Sections 9 and 10," and more fully described in that Special Warranty Deed filed at Vol 6824, Page 1430 of the Deed Records of Travis County, Texas dated January 2, 1980, and according to the map or plat of Great Hills, Section 9, recorded in Book 78, Page 141, of the Plat Records of Travis County, Texas, and of the map or plat of Great Hills, Section 10, recorded in Book 78, Page 237, of the Plat Records of Travis County, Texas. Additional restrictions affecting the property may be located at Vol 6637, page 2038, Vol 6699 page 541 (a refilling of 6673/1701), Vol 7119, page 1218, Vol 7119, page 1252, Vol 7119, page 1256, and Vol 7569, page 342 of the Travis County Deed Records

WHEREAS the Great Hills Master Association is commonly known as the "Great Hills Homeowners Association" and desires to officially record the name change, and further, to carry out a plan for the development and improvement of the real property for the benefit of the present and future owners, the Association hereby adopts and establishes the following declaration, reservations, restrictions, covenants, and easements to apply to the use, improvement, occupancy and conveyance of "Great Hills, Sections 9 and 10", including each contract or deed which may be hereinafter executed, delivered and accepted, and subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed)

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the real property known as "Great Hills, Sections 9 and 10" is held, sold, conveyed and assigned subject to the following declaration, reservations, restrictions, covenants, and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified

1 01 **Architectural Review Committee** "Architectural Review Committee" (hereinafter sometimes "Committee") shall mean the committee previously named the "Great Hills Architectural and Environmental Control Committee" established by Declaration in Vol 7171, page 1057 of the Deed Records of Travis County and granted all powers and duties described

1 02 **Architectural Review Committee Rules** "Architectural Review Committee Rules" shall mean the rules adopted by the Architectural Review Committee

1 03 **Articles** "Articles" shall mean the Articles of Incorporation of Great Hills Homeowners Association, Inc which may be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1 04 **Assessments** "Assessments" shall mean assessments of the Great Hills Homeowners Association and includes both regular and special assessments

1 05 **Association or Homeowners Association** "Association" or "Homeowners Association" shall mean and refer to Great Hills Homeowner's Association, or Great Hills Homeowners Association, Inc , as designated by the Texas Secretary of State for the Association created by this Declaration

1 06 **Association Property** "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Great Hills Homeowners Association

1 07 **Beneficiary** "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust

1 08 **Board** "Board" means the Board of Directors of the Association

1 09 **Bylaws** "Bylaws" shall mean the Bylaws of the Association, which may be adopted by the Board, and as from time to time amended

1 10 **Great Hills** "Great Hills" shall mean the Property and any additions made thereto pursuant to the terms of this Declaration

1 11 **Great Hills Maintenance Fund** "Great Hills Maintenance Fund" shall mean the fund created for the receipts and disbursements of the Association

1 12 **Great Hills Restrictions** "Great Hills Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Great Hills Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect

1 13 **Great Hills Rules** "Great Hills Rules" shall mean the rules adopted by the Board pursuant to Article 4, and as they may be amended from time to time

1 14 **Improvement**. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, signs, exterior air conditioning, water softener fixtures or equipment, cables, satellite dishes, solar panels, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, television, internet or other utilities, and any other significant modification on the property

1 15 **Lot** "Lot" shall mean any unit of land, which is designated on any recorded subdivision plat, whether or not improved, for a single-family residence

1.16 **Major Developer.** "Major Developer" shall mean any person or persons designated as such by the Association in an instrument recorded in the official records of Travis County, Texas

1 17 **Manager** "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions of the Association

1 18 **Declaration** "Declaration" shall mean this instrument and as it may be amended from time to time

1 19 **Member** "Member" shall mean any person who is a member of the Association

1 20 **Mortgage**. "Mortgage" shall mean any borrowing of funds for the purchase of property or deed of trust given to secure the payment of a debt

1 21 **Multi-Family Site.** "Multi-Family Site" shall mean any unit of land, whether or not shown on a recorded subdivision plat and whether or not improved, which is designated for apartments, condominiums or townhouses, duplexes, triplexes or any other type of residential housing other than single family

1 22 **Notice and Hearing** "Notice and Hearing" shall mean written notice by verified mail to Owner at Lot address and a hearing by the Board at which the person to whom notice is directed shall have the opportunity to be heard in person or by counsel at his expense, not earlier than thirty (30) days after the Board mails the notice.

1 23 **Owners**. "Owner(s)" shall mean the person or entity holding a fee simple interest in the Property, but shall not include the Beneficiary of a Mortgage.

1 24 **Person**."Person" shall mean an individual or entity having the legal right to hold title to real property

1 25 **Plans and Specifications** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement

1 26 **Property**. "Property" shall mean Great Hills Section 9, a subdivision of record according the map or plat of record in Book 78, Page 141, of the Plat Records of Travis County, Texas and Great Hills Section 10, a subdivision of record according the map or plat of record in Book 78 Page 237, of the Plat Records of Travis County, Texas save and except Lot 1, Block A, Section IX, Lot 5, Block A, Section X and Lot 8 Block D, Section X, which shall not be governed or restricted by this Declaration unless subsequently expressly subjected thereto by an instrument recorded in the Official Records of Travis County, Texas

1 27 **Record, Recorded and Recordation** "Record", "Recorded", and "Recordation" shall mean with respect to any document, the filing of such document in the office of the County Clerk of Travis County, Texas

1 28 **Recreation and Open Space.** "Recreation and Open Space" shall mean all areas designated by the Association as thereafter to be held for recreational purposes for the benefit of all Owners provided, however, that access to any such area or facility may be limited to persons currently paying assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the Association may determine, in its sole discretion

1 29 **Sub-Association.** "Sub-Association" shall mean any nonprofit Texas corporation or unincorporated association organized and established by the Association or by a Major Developer pursuant to or in connection with a Supplemental Declaration

1 30 **Subdivision** "Subdivision" shall mean a parcel of the Property, which has been shown on a final subdivision plat, recorded in the Plat Records of Travis County, Texas

1 31 **Supplemental Declaration.** "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, which may be hereafter recorded by the Association or by a Major Developer, subject to all of the terms and restrictions of this Declaration and not in conflict herewith

ARTICLE 2
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions

2 01 **Improvements To Property.** No improvements shall hereafter be made upon any of the Property without the prior written approval of the Architectural Review Committee

2 02 **Antennas and Satellite Dishes** No exterior radio, television antenna, aerial or satellite dish shall be erected or maintained without the prior written approval of the Architectural Review Committee

2 03 **Insurance** Nothing shall be done or kept on the Property, which would increase the rate of insurance on any Lot without the approval of the Board, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any residence or which would be in violation of any law

2 04 **Subdividing** No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board Nothing hereto shall be deemed to require the approval of the Board for the transfer or sale of any Lot, including improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or, for the grant of any Mortgage

2 05 **Signs** No sign or container, roofing material, siding, paving material, flora, balloon, lights, or other similar building, landscape, or non-standard decorative component attached to plant material, a traffic control device, light, trailer, vehicle, existing structure or object, including the painting of architectural surfaces that threatens the public health or safety, or is larger than 6 feet, or violates a law, or contains language, graphics or any display that would be offensive, or is accompanied by music or sound, streamers or disturbs the peace shall be erected

2 06 **Rubbish and Debris** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view

2 07 **Noise** No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other property or to its occupants

2 08 **Repair of Buildings** All improvements hereafter constructed upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner. The opinion of the Architectural Review Committee as to condition shall be final

2 09 **Improvements and Alterations**. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any improvement or the removal of any improvement, shall be performed only with the prior written approval of the Architectural Review Committee

2 10 **Drainage** There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee

2 11 **Hazardous Activities** No activities shall be conducted on the Property and no improvements constructed on the Property, which are or might be unsafe or hazardous to any person or property Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbeque unit (while attended and in use for cooking purposes), or within a safe and well-designed fireplace

2 12 **Temporary Structures** No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, except that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of the Architectural Review Committee

2 13 **Mining and Drilling** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind rocks, stones, sand, gravel, aggregate, or earth

2 14 **Vehicles** The use and storage of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, jet skis, sleighs and snowmobiles shall be subject to the Great Hills Rules which may regulate, prohibit or limit the use storage to specified parts of the Property

2.15 **Animals** No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on the Property The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted No poultry may be kept on the Property.

2 16 **Diseased Vegetation** The Association may enter upon any part of the Property at any time to inspect for diseased trees and other plants and insect infestation of trees and other plant life If any diseased or insect-infested trees or other plant life are found, the Association may treat, spray, and remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost for such remediation applicable to privately owned property may be levied by the Association as a specific assessment against such property

2 17 **Residential and Residential Common Areas**. All property within any residential area shall be improved and used solely for residential use Any Supplemental Declaration recorded for a residential area shall designate such area to be single-family residential areas

2 18 **Improvements and Use.** No single-family Lot shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence Outbuildings and storage sheds shall be permitted subject to the prior written approval of the Architectural Review Committee All motor vehicles shall be accommodated on the Lot

2 19 **Rentals** Nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis Short - term rental operators must obtain a valid short-term rental license from the City of Austin A valid copy

of an Owner's short-term rental license must be provided to the ARC Chairman at least 48 hours in advance of any short-term rental use.

2 20 **Unsightly Items** No items deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, jet skis, helicopters, gliders, airplanes, snowmobiles, snow removal equipment, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view

2 21 **Minimum Yards** The location of all residential units must be approved by the Architectural Review Committee Minimum yard and set back requirements are in the subdivision records according the Plats recorded in Book 78, Page 141, and Book 78, Page 237, of the Plat Records of Travis County, Texas

2 22 **Fencing** All fences must receive approval of the Architectural Review Committee before installation Type, height, and location must be submitted in writing or in a drawing for approval

2 23 **Solar Panels** All solar panel installation must receive approval of the Architectural Review Committee before installation Type, size, and location must be submitted in writing or in drawings for approval

2 1 **Recreation and Open Spaces**. No land within any Recreation and Open Space shall be improved, used or occupied, except in such manner as shall have been approved by the Association in its sole and absolute discretion Such required approval shall extend to the nature and type of use, occupancy and improvement, and may be given by recorded Supplemental Declaration The Association may delegate its right to grant such approvals to the Board

2 2 **Recreational Improvement** Any proposed construction of recreational improvements must be renewed and approved by the Architectural Review Committee.

ARTICLE 3
ENFORCEMENT OF RESTRICTIONS

3 1 **Violation of Rules** The violation of the Great Hills Restrictions by an Owner, Owner's family member, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies

(A) The imposition of a special charge not to exceed Fifty Dollars ($50 00) per violation, and

(B) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, and

(C) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith including but not limited to attorney's fees and court costs

Before the Board may invoke the remedy provided in paragraph (A) through (C) above, it shall afford the owner notice and a hearing If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute Each day a violation continues shall be deemed a separate violation

ARTICLE 4
GREAT HILLS HOMEOWNERS ASSOCIATION

4 01 **Organization.** The Great Hills Homeowners Association shall be a nonprofit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration At the annual meeting, members shall elect at least three (3) directors (herein, the "Board") who shall serve for the term of three (3) years Such directors shall be members of the Association The terms of directors are to be staggered with the lots to be drawn by current board members at the annual meeting to determine which should first stand for election at the annual meeting the following year A second drawing of lots will determine which of the remaining two directors shall stand for election the subsequent year The remaining director shall stand for election the third year. Election shall be held at subsequent annual meetings for the director whose 3-year term has expired

4 02 **Memberships** The Owners or Persons defined in Subparagraphs (A) and (B) of Section 4 03 below shall be members of the Association Each Owner shall automatically be a member of the Association. Membership shall be appurtenant to and shall run with the property interest ownership, which qualifies the Owner for membership Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest

4 03 **Voting Rights** The right to cast votes, and the number of votes which may be cast for election of members to the Board of Directors of the Association and on all other matters to be voted on by the members shall be calculated as follows.

(A) The Owners or Persons who own each Lot shall have one vote for each Lot

(B) The Owner of each condominium unit in a condominium building shall have one vote for each such condominium unit for which a Certificate of Occupancy has been issued by the City of Austin For the purposes of calculating the right to and the number of votes which may be cast, townhouse units shall be treated the same as condominium units

4 04 **Joint or Common Ownership** Any property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such property interest A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever

4 05 **Proxy Voting** Any Owner may give a revocable written proxy to any person authorizing person to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association, but no such proxy shall be valid for a period of greater than eleven (11) months.

4 06 **Cumulative Voting** The cumulative system of voting shall not be allowed

4 07 **Vote Casting** The person or entity holding legal title to the property shall be entitled to cast the vote allocated to such property and not the person or entity merely holding beneficial title to the same unless such right is expressly delegated to the beneficial owner in writing Voting may be accomplished in person, by proxy, mail or electronically, with voter identification to be at the discretion of the Association Secretary

4 08 **Meetings** There shall be an annual meeting of the members of the Association at a reasonable place and time Notice of annual meetings may be by written notice, including electronic media or posting signs at the entrances of the neighborhood Written notice of the meeting shall be delivered not less than twenty (20) nor more than fifty (50) days prior to the date fixed for said meeting to all Members

4 09 **Quorum** The presence at any meeting of Members entitled to vote holding one-tenth of the votes entitled to be cast, in person or by proxy, constitute a quorum The vote of the majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present is the act of the members meeting If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived Action may be taken by a vote of a majority of the votes present at such adjourned meeting

4 10 **Officers** The Association may elect at the annual meeting of the members, a President, Vice-President, Secretary, Treasurer, Welcome Committee Chair and such other officers as it deems advisable to carry out the business of the Association Such officers serve one-year terms through the close of the next annual meeting of the members Such officers may be same persons who serve as Board of Directors or other Members, and shall perform such ministerial duties as the Board assigns The President, or in the absence the President, the Vice President shall call meetings of Members to order and act as chairman of such meetings In the absence of the President and Vice President, any other officer, a Board Member may call the meeting to order, and a chairman of the meeting shall be elected

4 11 **Vote Necessary** Any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy A member may vote on any matter by mail, by facsimile transmission, or by electronic message properly directed to the Association secretary with such proofs of identification as deemed necessary by the secretary

4 12 **Powers and Authority of the Association** The Association shall have the powers of a Texas non-profit corporation It shall further have the power to do and perform any and all acts, which may be necessary or proper for, or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows

(A) **Adopt Restrictions** To adopt and establish restrictions, covenants, and rules to apply to the use, improvement, occupancy and conveyance of the Property, including the streets, roads, easements and waterways

(B) **Assessments** To set, amend, enforce and collect all assessments levied upon or with respect to any property owned by Association members

(C) **Taxes** The Association shall have all rights granted by law to contest the legality and the amount of any taxes levied or proposed to be levied against Association members

(D) **Manage.** To retain and pay for the services of a person or firm (the "Manager') to manage and operate the Association, including its property, to the extent deemed advisable by the Board Additional personnel may be employed directly by the Association or may be furnished by the Manager To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated

4.13 **Powers and Authority of the Board** The Board acting on behalf of the Association have and perform each of the duties listed in Article 3, and as follows

(A) **Enforcement** To enforce on its own behalf and on behalf of all Owners this Declaration, as beneficiary of said covenants, conditions, and restrictions, and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of the Declaration, Architectural Review Committee Rules, Great Hills Rules or Bylaws The Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action, as it may deem necessary or expedient to enforce the provisions of this Declaration, and/or any rules, restrictions or regulations promulgated by the Board

(B) **Right of Entry and Enforcement** To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any property or into any improvement for the purpose of enforcing the Great Hills Restrictions or for the purpose of inspecting, maintaining or repairing any area, improvement or other facility to conform to the restrictions To make inspection, repair or take remedial action to enforce the Great Hills Restrictions, at the expense of the Owner thereof, if for any reason whatsoever, the Owner thereof fails to maintain or repair any such area as required by the Great Hills Restrictions The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Property or the Great Hills Restrictions

(C) **Enforce Assessments**. To enforce and collect all assessments levied upon or with respect to any property owned by Association members

(D) **Insurance**. To obtain and maintain in effect policies of insurance adequate in the opinion of the Board, in kind and amount to carry out the Association functions

(E) **Great Hills Rules and Bylaws** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Great Hills Rules and Association Bylaws as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property Information may be available at www ghhassociation org Each member shall be entitled to examine such Rules and Bylaws at any time by written request to the Great Hills Homeowners Association at P O Box 200702, Austin, Texas, 78720-0702

(F) **Architectural Review Committee.** To appoint and remove interim members of the Architectural Review Committee as provided herein

(G) **Legal and Accounting Service** To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the enforcement of the Great Hills Restrictions, or in the performance of any other duty, right, power, or authority of the Association

(J) **Records** To keep books and records of the Association's affairs

4 14 **Indemnification** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether

civil, criminal, administrative, or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful The termination of any action, suit or proceeding by settlement, or upon a plea of *Nolo Contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful

4 15 **Insurance** The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise

ARTICLE 5
ARCHITECTURAL REVIEW COMMITTEE

5 01 **Membership of Committee** The Architectural Review Committee shall be elected by a majority of those members attending the annual meeting, and shall serve for a period of one year without a limitation on the number of terms It shall consist of at least three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Committee deems appropriate

5 02 **Action by Committee** Items presented to the Committee shall be decided by a majority vote of the Voting Members

5 03 **Advisory Members** The Voting Members may from time to time designate Advisory Members

5 04 **Term** Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein

5 05 **Interim Appointments** The Board may exercise the right to appoint any and all members of the Committee unable or unwilling to serve until the next annual meeting of the membership

5 06 **Adoption of Rules** The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including the assessment of fees to review Plans and Specifications

5 07 **Review of Proposed Construction** Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant Prior to commencement of any construction of any improvement on the Property, the Plans and Specifications therefore shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans

and Specifications approved by the Committee The Committee shall approve Plans and Specifications submitted for its review and such other information, as it deems proper, including without limitation any environmental impact statements required by the Committee Until receipt by the Committee of any information or document deemed necessary by the Committee, it may postpone review of any Plans and Specifications submitted for approval

5 8 **Additional Property.** Insofar as its duties may be extended with respect to additional property by a Supplemental Declaration filed by the Association and a Major Developer, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed improvement of such additional property, including the construction, alteration or addition on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Great Hills members The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans or Specifications be deemed approval of structural safety, engineering soundness, or conformance with building or other codes

5 08 **Meetings of the Committee** The Committee shall meet from time to time as necessary to perform its duties The Committee may, by a resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided In the absence of such designation, the vote of a majority of all the members of the Committee taken without a meeting shall constitute an act of the Committee.

5 09 **No Waiver of Future Approvals** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person

5 10 **Work in Progress** The Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications

5 11 **Non-liability of Committee Members** Neither the Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be

5 12 **Variances** The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set -backs, building envelopes, colors, materials, or land use when in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for Great Hills Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the Committee If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance

5 13 **Guidelines for Building at Great Hills** The Architectural Review Committee shall promulgate a set of guidelines not in conflict with this Declaration and any Supplemental Declarations for building and developing at Great Hills, which shall be general in nature and be amended from time to time by the Committee Information may be available by request to arc@ghhassociation org

5 14 **Address** Plans and Specifications shall be either submitted to the Architectural Review Committee in care of Great Hills Homeowners Association, Inc , P O Box 200702, Austin, TX 78720-0702 or such other address as may be designated from time to time, or by electronic transmission to arc@ghhassociation org

ARTICLE 6
FUNDS AND ASSESSMENTS

6 01 **Regular Assessments** The Association may levy a charge as described in the sections below to be made payable to the Great Hills Homeowners Association, Inc , to the attention of Treasurer, Great Hills Homeowners Association, Inc , P O Box 200702, Austin, TX 78720-0702

A One assessment of Two Hundred Fifty Dollars ($250) against each Lot whether or not improved at the time of any sale, re-sale, gift, devise, inheritance or other change in ownership

B One assessment of One Hundred Dollars ($100) against each Lot whether or not improved at the time of Mortgage or re-financing without change of ownership

C One assessment against each condominium unit at the time of any lease, sub-lease, sale, re-sale, gift, devise, inheritance, finance, re-finance or Mortgage For purposes of calculating assessments, townhouses shall be treated the same as condominium units

D Each unpaid assessment together with such interest thereon and costs of collection thereof as hereinafter provided shall be the personal obligation of the Owner of the property against which the assessment fell due, and shall become a vendor's lien against each such Lot and all improvements, each such condominium unit (and townhouse), and land upon which the same is situated The Association may enforce payment of such assessments in accordance to the extent permissible by law

6 02 **Great Hills Maintenance Fund** The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration The funds of the Association must be used solely for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended

6 03 **Additional Assessments** Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior years fund Except in the case of assessments benefitting specific areas described in Article 6 04, assessments provided herein are to be uniform and equal charges sufficient to pay such estimated net expenses shall then be levied If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may at any time, and from time to time, levy further assessments in the same manner as aforesaid In no case shall assessment be based on the value of a Lot or condominium unit

6 04 **Special Assessment Benefiting Specific Area** The Association shall also have authority to levy assessments against specific local areas and improvements to be expended for the benefit of the properties so assessed The assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred as determined by the Board, and therefore the amount levied against each parcel of land or improvement need not be equal Any such assessments shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article

6 05 **Late Charges** If any assessment, whether regular, additional, or special, is not paid within fifteen (15) days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time provided however such charge shall never exceed the maximum charge permitted under applicable law

6 06 **Unpaid Assessments as Liens** The amount of any delinquent assessment, whether regular, additional, or special, assessed against any property and any late payment charge attributable thereto plus interest on such assessment and late payment charge at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law) and the costs of collecting the same, including reasonable attorney's fees, shall be the personal obligation of the owner of the property against which the assessment fell due and shall be a lien upon such property A certificate executed and acknowledged by any member of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee

6 07 **Mortgage Protection** Notwithstanding any other provision of the Great Hills Restrictions, no lien created under this Article 6 or under any other article of this Declaration, nor any lien arising by reason of any breach of the Great Hills Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon a Lot made in good faith and for value However, after the foreclosure of any such first Mortgage or after convenience in lieu of foreclosure such Lot shall remain subject to this Declaration and shall be liable for all regular, additional, and special assessments levied prior to completion of such foreclosure or delivery of such conveyance whether failing due before or after such completion or such delivery

6 08 **Effect of Amendments on Mortgages** Notwithstanding the provision of Section 6 10 below no amendment of this Declaration shall affect the rights of any Beneficiary whose Mortgage has the first and senior priority as in Section 6 10 provided and who does not join in the execution, provided that such Mortgage is recorded in the deed of trust records of Travis County, Texas prior to the recordation of such amendment, and provided however that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such mortgage or deed of trust shall be subject to such amendment

6 09 **Subordination** By subordination agreement executed by the Board, the benefits of Sections 6 07 and 6 08 above may in the sole and absolute discretion of the Board be extended to a Beneficiary not otherwise entitled thereto if the Board deems such action to be appropriate

ARTICLE 7
MISCELLANEOUS

7 01 **Term** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2029, unless amended as herein provided After December 31, 2029, this Declaration, including all covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of 67% of the Property then subject to this Declaration

7 02 **Amendment By Owners.** This Declaration may amend by recording in the Travis County official records an instrument executed and acknowledged by the President and Secretary of the Association, setting fourth the amendment and certifying that such amendment has been approved by Owners entitled to cast the number of votes entitled to be cast pursuant to Section 4 09

7 03 **Notices.** Any notice permitted or required to be given by the Board shall be in writing and may be delivered either personally, electronic media, or by mail If delivery is made by mail, it shall be deemed to have been delivered on the third (3) day (other than a Sunday or legal holiday) after a copy of the same has been deposited with a common mail carrier, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association Such address may be changed from time to time by notice in writing given by such person to the Association

7 04 **Interpretation** The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for maintenance and operation of the Great Hills an of promoting and effectuating the fundamental concepts of Great Hills set forth in the Recitals and Declaration of the Great Hills Master Declaration of Covenants, Conditions, and Restriction filed in Book 7119, Page 1218, of the Deed Records of Travis County, Texas This Declaration shall be construed and governed under the laws of the State of Texas

7 05 **Construction Activities** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements timely conducted by an Owner Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, providing compliance with the provisions of this Declaration and conformity to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions or establishment of time table for compliance may be granted by the Architectural Review Committee

7 06 **Enforcement and Nonwaiver**

(A) **Right of Enforcement** Except as otherwise provided herein, any Owner at his own expense, and/or the Board shall have the right to enforce all of the provisions of The Great Hills Restrictions Such a right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision

(B) **Violation: a Nuisance** Every act or omission whereby any provision of the Treat Hills Restriction is violated, in whole or in part, is hereby declared to be a nuisance and ma be enjoined or abated by any Owner (at his own expense), or the Board

(C) **Violation of Law** Any violation of any federal, state, or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the property is hereby declared to be a violation of the Great Hills Restriction and subject to all of the enforcement procedures set forth in the said restrictions

(D) **Nonwaiver** The failure to enforce any provision of the Great Hills Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said restrictions

(E) **Liens** The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration

7 07 **Construction**

(A) **Restrictions Severable** The provisions of the Great Hills Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of the provision or portion thereof shall not affect the validity or enforceability of any other provision

(B) **Singular Includes Plural** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter

(C) **Captions** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof

IN WITNESS WHEREOF, GRANTOR has executed this Declaration the day and year first above written

GREAT HILLS HOMEOWNERS ASSOCIATION

By President of the Board

By Jason Meeker

Printed name Jason Meeker

By Association Secretary

By Laurie Davis

Printed name LAURIE DAVIS

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Jason Meeker, and Laurie Davis of Great Hills Homeowners Association, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated

Given under my hand and seal of office, this 10 day of March, ~~2019~~ 2020

CHRISTINA SLIGAR
Notary Public, State of Texas
Comm Expires 05-23-2023
Notary ID 128624639

Christina Sligar

NOTARY PUBLIC IN AND FOR

STATE OF TEXAS

JASON W MEEKER
6305 AMBERLY PLACE
AUSTIN, TX 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

2020146550

Aug 17, 2020 02:55 PM

Fee: $106.00 WELLINB

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

2 pgs 2020190056

MOTION TO ADOPT GREAT HILLS HOMEOWNERS ASSOCIATION RULES IN ACCORDANCE WITH THE NEWLY APPROVED RESTRICTIVE COVENANTS AND BYLAWS

WHEREAS: The Great Hills Homeowners Association approved the 2019 Revision of the HOA Restrictive Covenants and Bylaws by a supermajority in January 2020, and by vote at the Annual Meeting on January 21, 2020; and

WHEREAS: The Rules of the Great Hills Homeowners Association have been enforced and adhered to since March 24, 2003, when the Board adopted them.

WHEREAS that pursuant to Article II of the 2019 Revision of the Declaration of Restrictive Covenants and Bylaws, all Property is subject to certain limitations and restrictions; the Board of Directors under Article IV, Section 4.13(E) has the power to "make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Great Hills Rules and Association Bylaws as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property; " and

WHEREAS that the Board of Directors, pursuant to Article III, Section 3.1 of the 2019 Revision of the Restrictive Covenants and Bylaws, the violation of the Great Hills Restrictions by an Owner, Owner's family member, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

(A) The imposition of a special charge not to exceed Fifty Dollars ($50.00) per violation, and

(B) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, and

(C) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith including but not limited to attorney's fees and court costs.

Before the Board may invoke the remedy provided in paragraph (A) through (C) above, it shall afford the owner notice and a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

BE IT RESOLVED THAT The Board of Directors adopts the following Rules effective immediately as of September 22, 2020:

1. All homeowners are required to maintain the outside appearance of their home. This includes without limitation yard and landscape maintenance including without limitation mowing, trimming, edging, hedging, and removing dead plants, and removal of trash and debris from around the home, the yard, and driveways. Homeowners must also maintain in good condition and appearance outside structures that are in the front yard or visible from the front of the home such as sports and play equipment, playscapes, playhouses, and permanent storage structures.

2. There shall be no outside structure erected, constructed, or placed in the front yard of any home without prior express written permission of the Homeowner's Association.

3. Resident's vehicles (including without limitation cars, trucks, vans, SUVs) must be parked in garages or driveways and should not be parked in the street with the exception of those vehicles addressed in Rule No. 4 of these rules.

4. Other vehicles such as boats and campers must be stored in a garage or other permanent enclosed structure.

5. Residents who work from home shall not allow more than three different business-related vehicles per day to visit their home business. This restriction does not apply to delivery services including without limitation food or grocery delivery services, Amazon, Federal Express or UPS unless the frequency of such delivery service impedes traffic or disturbs or endangers residents. Non-resident cars visiting a home business may not visit the home business for more than three consecutive trips per day.

6. All garbage cans and recycling bins must be picked up from the curb by 10:00 p.m. of the day trash and recycling is collected, and may not be placed on the curb earlier than 5:00 p.m. the day preceding trash pick-up.

Signed on this 5 day of October, 2020.

Great Hills Homeowners Association

By: _____
Jason Meeker, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned notary public, on this the 5 day of October, 2020, personally appeared Jason Meeker, duly authorized representative of Great Hills Homeowners Association (a Texas property owners' association), known to me through State-issued photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

CHRISTINA SLIGAR
Notary Public, State of Texas
Comm Expires 05-23-2023
Notary ID 128624639

After recording, return to:
Great Hill Homeowners Association
PO Box 200702
Austin, TX 78720-0702

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

_____
Dana DeBeauvoir, County Clerk
Travis County, Texas

2020190056 Oct 09, 2020 02:21 PM
Fee: $30.00 RENTERIAKI

3 pgs 2024062477

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

Great Hills Homeowners Association

The undersigned, being the President and a Director of the Great Hills Homeowners Association (herein the "Association"), does hereby certify as follows:

1. The name of the subdivision is Great Hills, Sections 9 and 10.

2. The name of the property owners' association is Great Hills Homeowners Association.

3. The recording data for each section of the subdivision is located in the Plat Records of Travis County, Texas;
Great Hills, Section 9 - Book 78, Page 141
Great Hills, Section 10 - Book 78, Page 237

4. The recording data for the Declaration (sometimes referred to as the Restrictions or the Deed Restrictions) for the subdivision are filed in the Travis County Official Public Records (Real Property Records) at:
Vol. 6824, Page 1430;
Vol. 6637, page 2038;
Vol. 6699 page 541 (a refilling of 6673/1701);
Vol. 7119, page 1218;
Vol. 7119, page 1252;
Vol. 7119, page 1256;
Vol. 7569, page 342; and
Document No. 2020-146-550

5. The name and mailing address of the Association is:
Great Hills Homeowners Association, PO Box 200702, Austin, TX 78720-0702.

6. The name and mailing address of the Association's designated representative is:
Jason Meeker, President, Great Hills Homeowners Association, PO Box 200702, Austin, TX 78720-0702

7. Other information the Association considers appropriate: The Association holds its annual members meeting in January. An assessment of $375.00 is made at the time of a

change in ownership, and $100 is charged at time of mortgage re-financing without a change in ownership. More information is available at www.greathillshoa.com.

Signed on this 1 day of June, 2024.

Great Hills Homeowners Association

By: _____

Jason Meeker, President

ACKNOWLEDGEMENT

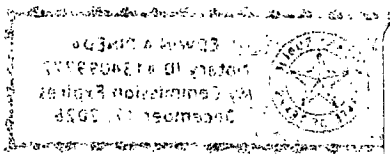
THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned notary public, on this the 1 day of June, 2024, personally appeared Jason Meeker, duly authorized representative of Great Hills Homeowners Association (a Texas property owners' association), known to me through State-issued photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EDWIN A PINEDA
Notary ID #134099777
My Commission Expires
December 12, 2026

After recording, return to:
Great Hill Homeowners Association
PO Box 200702
Austin, TX 78720-0702



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

2024062477

Jun 06, 2024 03:34 PM

Fee: $33.00 GALVANJ