

AMENDMENT TO JACK'S POND SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Amendment to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by JACK'S POND LIMITED, a Texas limited partnership ("Declarant"), and is as follows

RECITALS:

A Declarant recorded that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions in Volume 12849, Page 0095, Real Property Records of Travis County, Texas, (the "Declaration"), which encumbers (i) certain real property located in Travis County, Texas, as more particularly described in the Declaration, (ii) certain real property described in that certain Notice of Addition of Land to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated September 29, 1998 and recorded in Volume 13280, Page 0001, Real Property Records of Travis County, Texas, and (iii) certain real property described in that certain Notice of Addition of Land to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated June 17, 1997 and recorded in Volume 12958, Page 280, Real Property Records of Travis County, Texas (collectively the "Property")

B Section 10.02(A) of the Declaration provides that the Declaration may be amended by the Declarant, acting alone, until such time as Declarant no longer holds a majority of votes in the Association

C Declarant presently holds a majority of votes in the Association and desires to amend the Declaration as provided herein.

NOW THEREFORE Declarant hereby amends and modifies the Declaration as follows

1 Amendment to Article I Sections 1.01 and 1.02 of Article I are hereby deleted in their entirety and the following are substituted in their respective places

1.01 Architectural Committee "Architectural Committee" means the committee(s) created under this Declaration to review and approve plans for the construction of Improvements upon the Property

1 02 Architectural Committee Rules "Architectural Committee Rules" means the rules and regulations adopted by each respective Architectural Committee, as amended from time to time.

Amendment to Article II Article II of the Declaration is deleted in its entirety and the following is substituted in its place

## ARTICLE II ARCHITECTURAL COMMITTEES

2 01 Architectural Committees There shall be at least two (2) independent and separately operated Architectural Committees, as follows (i) the Improvements Architectural Committee (the "Improvements AC"), and (ii) the New Construction Architectural Committee (the "New Construction AC"). Each Architectural Committee shall consist of not more than seven (7) voting members. The initial voting members of the Improvements AC and the New Construction AC shall be designated by Declarant. The Improvements AC shall, with respect to the Lots located within the Property on which a single family residence exists as of the date this Amendment is recorded in the real property records of Travis County, Texas, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, enforce the provisions of the Declaration and take any other action authorized by this Declaration. The New Construction AC shall, with respect to (i) all other Lots on the Property (which are not specified above to be within the control of the Improvements AC) and (ii) any land added to the Property after the date this Amendment is recorded in the real property records of Travis County, Texas, pursuant to Section 2 02, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, and take any other action authorized by this Declaration

2.02 Action by Architectural Committee Items presented to each Architectural Committee (which are within the scope of authority of such committee) will be decided by a majority vote of the voting members of such Architectural Committee

2 03 Advisory Members. The voting members of each Architectural Committee may, from time to time, designate (and remove) advisory members to serve on such Architectural Committee without voting powers

2 04 Term. Each member of each Architectural Committee will hold office until he resigns or is removed and his successor is appointed as provided herein. In the event of death or resignation of any voting member of an Architectural Committee created herein, the remaining voting member or voting members of such Architectural

Committee shall have full authority to act until a replacement voting member or voting members of such Architectural Committee have been designated.

2.05 Declarant's Rights of Appointment Declarant, its successors or assigns may appoint and remove all members of each Architectural Committee until such time as Declarant no longer owns any portion of the Property. Declarant may (partially or fully) delegate this right to the Board by written instrument. After Declarant has fully delegated all such rights of appointment or after Declarant no longer owns any portion of the Property, the Board shall have the right to appoint and remove all voting members of each Architectural Committee.

2.06 Adoption of Rules Each Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes as it may deem necessary or desirable.

2.07 Review of Proposed Construction. Whenever the approval of an Architectural Committee is required, the authorized Architectural Committee (as designated pursuant to Section 2.01) will have the right to consider all Plans and Specifications for the Improvement or proposal in question and all other information which it deems relevant. Except as otherwise provided herein, prior to the commencement of construction of any Improvement, or any alteration, addition, removal or repair other than normal maintenance, which in any way alters the exterior appearance of any Improvement, the Plans and Specifications therefor must be submitted to the authorized Architectural Committee, and the construction, alteration, addition, removal or repair may not commence until such Architectural Committee has approved the Plans and Specifications in writing. The foregoing notwithstanding, the construction, alteration, addition, repair or removal of any Improvement on the Property by Declarant is exempt from this Article. The authorized Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision. The authorized Architectural Committee will consider and act upon any Plans and Specifications submitted for approval and perform any other duties assigned to it by this Declaration. Until receipt by any Architectural Committee of all information or documents it deems necessary, such Architectural Committee may postpone review of any Plans and Specifications submitted for approval. The decision of any authorized Architectural Committee will be final and binding so long as it is made in good faith. The Architectural Committees are not responsible for inspecting any proposed Improvement, nor will approval by any Architectural Committee of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

2.08 Actions of an Architectural Committee Each Architectural Committee may, by resolution, unanimously adopted in writing, designate one of its members or an agent acting on its behalf to take any action or perform any duties on its behalf. In the absence of such designation, the vote of a majority of all the voting members of an Architectural Committee, without a meeting, will constitute an act of that Architectural Committee

2.09 Failure of Architectural Committee to Act. In the event the authorized Architectural Committee fails to respond to a request for approval of the Plans or Specifications within thirty (30) days of receipt of all required information, such Architectural Committee shall be deemed to have approved such Plans and Specifications.

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

2.11 Work in Progress. Each Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. If there is a material deviation from the approved Plans and Specifications in any completed Improvements, those Improvements will be in violation of this Article to the same extent as if erected without prior approval of the appropriate and authorized Architectural Committee. Each Architectural Committee or any Owner may maintain an action at law or in equity for the removal or correction of any non-conforming Improvement and, if successful, may recover from the Owner of the non-conforming Improvement all costs, expenses and fees incurred in the prosecution thereof

2.12 Nonliability of Architectural Committee Members. No Architectural Committee, nor any member thereof, will be liable 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 any Architectural Committee's duties under this Declaration

2.13 Address Plans and Specifications will be submitted to each respective Architectural Committee in care of Jack's Pond Limited, P.O. Box 411, Georgetown, Texas 78627, or such other address as may be designated from time to time

2.14 Termination of New Construction AC The New Construction AC shall automatically terminate when residences have been substantially constructed on all Lots located on the Property and all other real property subsequently added to this Declaration and the Owners have moved into such residences

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Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the 13 day of October, 1999.

DECLARANT

JACK'S POND LIMITED, a Texas limited partnership

BY JP Management, Inc, a Texas corporation serving as general partner of Jack's Pond Limited

By:   
James H. Mills, President

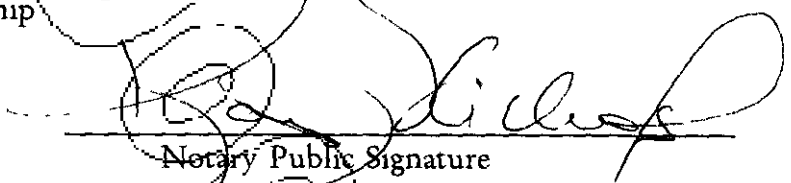
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 12 day of October, 1999, by James H. Mills, President of JP Management, Inc, a Texas corporation serving as general partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(SEAL)

WANDY NICHOLS  
Notary Public, State of Texas  
My Comm. Expires 09/01/00  
APR 11 1999

  
Notary Public Signature

AFTER RECORDING, RETURN TO.

Adam I. Hauser  
Brown McCarroll & Oaks Hartline, L.L.P.  
111 Congress Avenue, Suite 1400  
Austin, Texas 78701

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

10-12-1999 03:28 PM 1999122050

GUERRAY \$19.00

Dana DeBeauvoir, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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