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PROPERTY RESTRICTIONS - UNITS 6 and 7  
CARDINAL HILLS SUBDIVISION  
Travis County, Texas

WITNESS: APR - 3-7023- 394 \* 3.50

Pyramid Properties Corporation, owner of Cardinal Hills Subdivision, Units 6 and 7, Travis County, Texas, does hereby adopt and impress such property with the following restrictions and covenants.

1. All platted lots, except Lots 1 through 13, are restricted to use for residential purposes only.
2. All residential structures shall be new construction and shall contain not less than 1200 sq. ft. of living area.
3. Exterior walls of all residential or business structures shall consist of at least 50% masonry or rock.
4. No residential lot shall be used for any commercial purposes even though such purposes shall be incidental to such residential usage of the property.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot except for dogs, cats or any type of household pet provided they are not kept, bred or maintained for commercial purposes.
6. No structure of any temporary character, mobile trailer, tent or other non-permanent building of any nature shall be used or maintained on any lot.
7. No residential or commercial lot shall be re-subdivided without prior approval of Pyramid Properties Corporation, its successors or assigns. No more than one residence may be constructed upon any single residential lot. No residential lot shall have less than 9,000 sq. ft. Lots exceeding 18,000 sq. ft. may be subdivided so long as the smallest re-subdivided lot shall not be less than 9,000 sq. ft.
8. No open toilet shall be erected or maintained on lots except chemically treated receptacles and then during construction only. No septic tank or drainage lines shall be closer than 5 ft. to any front, side or rear lot line.
9. Setback requirements on residential lots are as follows:  
No permanent structure shall be built closer than 25 ft. to the street right of way which such lot faces, no closer than 10 ft. to the rear lot line. On corner lots the setback on the side of such lots facing the street which runs along the longest side of such lot shall be not less than 15 ft. No structure shall be erected closer than a distance equal to 10% of the width of each lot to the side lot line.
10. Prior to construction of improvements, plans shall first be approved by the Architectural Control Committee of Pyramid Properties Corporation. Pyramid Properties Corporation, its successor or assigns, reserves the right to release in whole or in part any restriction herein and further reserves the right to include in any contract deed hereafter made additional restrictive covenants not inconsistent with those herein contained. Further, these covenants shall be subject to zoning requirements or changes by such municipal authorities as shall have jurisdiction thereon.

DEED RECORDS  
Travis County, Texas

3830 1542

27-1380

11. No residential building or accessory structure shall exceed 35 ft. in height. No height limitation shall apply to Lots 1 through 13.
  12. All trash and refuse containers must be contained within a covered area.
  13. No signs shall be placed, erected or constructed on any residential lot except that a sign not exceeding 2 sq. ft. in area and may bear only one name for such family housed within such residence.
  14. Construction must be completed within 120 days from starting date unless otherwise permitted by Pyramid Properties Corporation Architectural Control Committee.
  15. No fence shall be constructed, nor hedges permitted, which shall exceed 6 ft. in height and no fence shall exceed the setback lines provided for herein except that such fence may be constructed on the rear lot line, side lot line on inside lots. Fences on corner lots shall not exceed the setback limitations as to setback lines pertaining to front or side lot lines facing streets.
  16. No unlawful, noxious or offensive activity shall be carried on nor shall any lot be used for such activity which may become an annoyance, nuisance to the adjacent lot, neighborhood or subdivision.
  17. No abandoned vehicles or machinery of any kind shall be maintained or stored on any lot.
  18. Lots 1 through 13 shall be used for commercial, light retail or residential, all new construction. No building shall be erected or structurally altered on such lots except for residential or one or more of the purposes permitted by Section 5-A, 5-B, 5-C or 6 of the Zoning Ordinance of the City of Austin, Texas.
  19. Setback requirements for Lots 1 through 13:  
No permanent structure shall be erected closer than 25 ft. to the highway right of way for the building line and shall be set back from the side street at least 10 ft. for the building line. No side yard is required, but if provided, it shall have a minimum width of 3 ft., minimum depth of rear yards shall be 5 ft.
  20. Parking requirements for Lots 1 through 13 shall be the same as is required by Section 10-C of the City of Austin Zoning Ordinance.
  21. Where reference is made herein to the City of Austin Zoning Ordinance, such ordinance as passed July 17, 1941 and amendments thereto prior to and including March 27, 1969, shall be conclusive as to meaning therein.
  22. The restrictions and covenants herein shall bind purchaser and successors, heirs and assigns, provided the same shall apply to such property until January 1, 2030 A.D. Such restrictions and covenants are for the benefit of the entire subdivision and may be enforced by any property owner in such subdivision.
- Invalidation of any one or more of these restrictions and covenants by judgement or court order shall in no wise affect any other provision, which shall remain in full force and effect.

EXECUTED this 25 day of March 1970.

PYRAMID PROPERTIES CORPORATION

By   
B. J. Sledge, Vice President

(AND SEAL)

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Page 3  
Property Restrictions - Units 6 and 7  
Cardinal Hills Subdivision  
Travis County, Texas

27-1381

STATE OF TEXAS            )  
                                  )  
COUNTY OF DALLAS        )

Before me, the undersigned authority, on this day personally appeared B. J. SLEDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed it as the act of PYRAMID PROPERTIES CORPORATION, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of March 1970 A.D.

*Dorothy Kimburlin*  
Notary Public in and for  
Dallas County, Texas  
NOTARY PUBLIC - DALLAS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1971

(NOTARY SEAL)

FILED  
APR 3 7 50 AM '70  
Emilie Linnberg  
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 Stamped hereon by me, on

APR 8 1970



*Emilie Linnberg*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

3830 1544

29

RETURN TO:  
ALAMO TITLE COMPANY  
3305 NORTHLAND DR., #100  
AUSTIN, TEXAS 78731  
OF# 03-1030759-1

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

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

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway Phase III aka Cardinal Hills Unit 6 attached as Exhibit "A", a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas, and

WHEREAS, the DECLARANT desires to convey the Property or portions hereof subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth, and

WHEREAS, the DECLARANT desires to and herein reserves the right to add additional property to the provisions, covenants, conditions, restrictions, liens and charges hereinafter set forth, and

WHEREAS, the DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, the DECLARANT hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all or any portion of the Property, including the roads, streets, alleys and waterways herein, and each contract, instrument or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted 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 Property shall be held, sold, conveyed and occupied 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 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 thereof

ARTICLE I  
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 Control Committee "Architectural Control Committee" (hereinafter sometimes called "Architectural Control Committee," or "ACC") shall mean the committee created pursuant to this Declaration and having the authority and responsibility delegated thereto by this Declaration

1 02 Articles "Articles" shall mean the Articles of Incorporation of The Preserve at Lakeway Homeowners Association, Inc . which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended

1 03 Assessments. "Assessments" shall mean assessments of the Association and includes regular annual assessments, special assessments, assessments benefiting specific areas, assessments on sale, transfer or conveyance of Property and sub-association assessments

1 04 Association "Association" shall mean and refer to The Preserve at Lakeway Homeowners Association, Inc

1 05 Association Property "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association

1 06 Beneficiary "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust

1 07 Board "Board" shall mean the Board of Directors of the Association

1 08 Bylaws. "Bylaws" shall mean the Bylaws of the Association, which may be adopted by the Board, as the same are from time to time amended

1 09 DECLARANT "DECLARANT" shall mean Cardinal Hills Investors Ltd , its duly authorized representatives or its successors or assigns, provided that any assignment of the rights of Cardinal Hills Investors Ltd , as DECLARANT, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of DECLARANT shall not be sufficient to constitute an assignment of the rights of DECLARANT hereunder

1 10 Declaration. "Declaration" shall mean this instrument and as it may be amended from time to time

1 11 Improvement "Improvement" or "Improvements" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, streets buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1 12 Local Common Area "Local Common Area" shall mean any portion of the Property, designated by the DECLARANT as a common area for the primary benefit of the Owners and occupants of a particular area

1 13 Lot "Lot" or "Lots" shall mean any lot within the Property as described on a duly recorded subdivision plat.

1 14 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 15 Member "Member" shall mean any person who is a member of the Association

1 16 Mortgage "Mortgage" shall mean any mortgage or deed of trust given to secure the payment of a debt

1 17 Notice and Hearing "Notice and Hearing" shall mean ten (10) days written notice 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

1 18 Owner(s). "Owner(s)" shall mean the person or entity, including DECLARANT, holding a fee simple interest in any Lot or in all or any portion of the Property, but shall not include the Beneficiary of a Mortgage

1 19 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property

1 20 Plans and Specifications "Plans and Specifications" shall mean any and all documents designed to guide and 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 for 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 21 Property. "Property" shall mean the land described as The Preserve at Lakeway aka Cardinal Hills Unit 6, a subdivision located in Travis County, Texas, according to the map or plat of record in Volume 51, page 94, Plat Records of Travis County, Texas, together with all land added to this Declaration as amendments or additional exhibits added in accordance with the provisions hereof

1.22 Record, Recorded and Recordation "Record, Recorded and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas

1 23 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 24 Supplemental Declaration “Supplemental Declaration” shall mean any declaration of covenants, conditions and restrictions, which may be hereafter recorded by DECLARANT, subject to all of the terms and restrictions of this Declaration and not in conflict herewith

1 25 The Preserve at Lakeway Residential Restrictions “The Preserve at Lakeway Residential Restrictions” shall mean this Declaration, together with any and all Supplemental Declarations, as either may be amended from time to time, together with the Articles and Bylaws

1 26 The Preserve at Lakeway Residential Rules “The Preserve at Lakeway Residential Rules” shall mean the rules adopted by the Board pursuant to the powers granted herein as they may be amended from time to time.

1 27 Visible From Neighboring Property “Visible From Neighboring Property” shall mean that with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of an adjoining Lot. An adjoining Lot shall be any Lot having a common lot line except for the intervention of a street, road, right-of-way, or easement

## ARTICLE II

### DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

2 01 Development by DECLARANT. DECLARANT may add land as provided in Section 2 02 and may divide or subdivide the added Property into several areas, sell some of the Property free of these restrictions, develop some of the Property and, at DECLARANT’s option, dedicate some of the Property as Local Common Areas, Recreation and Open Space, Private Roadways, or for other purposes for the benefit of the developed areas, in accordance with DECLARANT’s master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof will benefit each other portion and the whole thereof. As each area is developed or dedicated, DECLARANT may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions, as DECLARANT may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a sub-association to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof, as for example, by a specified vote of only the Owners of some of the Property within the area subject thereto. All lands, Improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

2 02 Annexation DECLARANT may at any time, and from time to time, add additional land to the Property. Said land to be added shall at that time be bound by the terms of these restrictions and any future modifications thereof, by filing of record a Supplementary Declaration

## ARTICLE III

### GENERAL RESTRICTIONS

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

3 01 Antennas No exterior radio or television antenna, aerial or receiving dish greater than 24" in diameter shall be erected or maintained without the prior written approval of the ACC, except for any which may, at DECLARANT's option, be erected by DECLARANT or DECLARANT's designated representative. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television, electromagnetic or radio signal on any other Lot

3 02 Obnoxious Activities No nuisance, obnoxious or offensive activities shall be carried on any Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no excessive dog barking, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Property which are audible from neighboring Property

3.03 Subdividing and Resubdividing No Lot which has been finally platted shall be further divided or subdivided, nor may any easements be conveyed by the Owner thereof (including any sub-association) without the prior written approval of the ACC, provided, however, that when DECLARANT is the Owner thereof, DECLARANT may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the ACC. Each Owner of a Lot, subject to the provisions of this Declaration, by acceptance of a Deed to said Lot, whether it is expressly stated in said Deed or not, hereby irrevocably grants to DECLARANT all consent and authority required by law to vacate the subdivision plat of which the Lot is included, or a portion thereof, and resubdivide the vacated portion, and each Owner does hereby and irrevocably appoint DECLARANT as his attorney-in-fact for the purpose of executing such instrument, or instruments, as may be required to accomplish such vacating and resubdividing, provided, however, that

1 Any vacating and resubdividing shall require the consent of the Governmental Agency exercising control, and

2 The location, Lot lines and size of any Lot not owned by DECLARANT shall not be changed or altered by the resubdivision without the written consent of the Owner of the affected Lot.

Nothing herein shall be deemed to require the approval of the ACC 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

3 04 Signs No sign of any kind shall be displayed to the public view without the prior written approval of the ACC, except for signs, which are part of DECLARANT's overall



marketing plan for the Property Builders may erect one sign per lot, which has a model home or home under construction or for sale Such sign will be removed from the property immediately upon sale and closing of the home Except as provided by this Section, the ACC shall have the right to approve signs of any type advertising a portion of the Property for sale or lease and it may set standards for the same DECLARANT, or its assigns, will have the right to enter any Lot and to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal Owners may erect small identification signs with their names and address subject to ACC approval

3 05 Rubbish and Debris No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris by the ACC) shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants The ACC shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants, and the decision of the ACC shall be final and binding on all parties Refuse, garbage and trash shall be kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view No garbage or trash shall be permitted to be buried on any Lot at any time Composting shall be permitted only of vegetative matter and only if such composting is (i) confined to an area to the rear of the house and in a receptacle approved by the ACC, (ii) not Visible From Neighboring Property or from any street, and (iii) maintained in an inoffensive manner

3 06 Construction of Improvements No Improvements shall hereafter be constructed upon any portion of the Property without the prior written approval of the ACC During the construction of the primary residence or other substantial Improvements, the Owner shall provide or assure that the contractor employed by the Owner provide portable toilet facilities which will be maintained and serviced by a certified sanitary service company and a trash dumpster, which shall be regularly maintained The positioning of all Improvements upon Lots within the Property is hereby expressly made subject to ACC review and approval

3 07 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass cut in an attractive manner, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of Improvements thereon as herein permitted The exterior of each residence and garage shall be maintained in good repair, including but not limited to the maintenance of (i) exterior paint such that no peeling of the paint exists, and (ii) rain gutters and downspouts such that they are properly attached to the residence and are functional and operational for their intended purpose All fences, if any, which have been erected on any Lot by DECLARANT or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction The drying of clothes outside is prohibited New building materials used in the construction of Improvements erected upon any Lot may be placed upon a Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the Improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot

3 08 Alteration or Removal of Improvements 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 written approval of the ACC

3.09 Use of 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

3 10 Violation of Declaration, Bylaws or Rules

(A) A violation by an Owner, his family, guests, lessees or licensees, of The Preserve at Lakeway Residential Restrictions, Bylaws of The Preserve at Lakeway Homeowners Association, Inc or Rules promulgated by the Board of Directors shall authorize the Board to avail itself of any one or more of the following remedies

(1) The right to enter the Property and Improvements, after thirty (30) days notice of the violation, and cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(2) 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 Paragraphs (1) and (2) 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

(B) Failure to Pay Assessment The voting rights of an Owner who fails to pay any assessment authorized or permitted by this Declaration, or special charges, shall automatically be suspended and shall remain suspended until any such assessment or special charge, including penalty, interest and attorney's fees added to such assessment as authorized in Article VIII hereof, is paid in full

3 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 written approval by the ACC is obtained prior to any construction work or other activity, which may cause such interference with established drainage patterns No objects or structures, including but not limited to buildings, fences, or landscaping shall be allowed in a drainage easement except as may be approved by the ACC and all appropriate governmental authorities

3 12 Hazardous Activities No activities shall be conducted on the Property and no Improvements shall be 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 barbecue 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

3.13 Temporary Structures No tent, temporary garage, barn, shack or other Improvement structure of a temporary nature shall be placed upon the Property

3.14 Unightly Articles, Vehicles. The parking of trucks, buses, trailers, mobile homes, recreational vehicles (other than conventional passenger vehicles, pick-up trucks, motorcycles and vans) on any public right of way or lot (outside of a building) are prohibited, with the following exceptions

1. Recreational vehicles may be parked on a lot for a period not to exceed a total of seventy-two (72) consecutive hours not more frequently than every 60 days
2. Recreational vehicles parked for short stays when being loaded or unloaded

The City of Lakeway may enforce this restriction by their code enforcement department without further notice to the Board

3.15 Parking of Boats The parking of boats, houseboats or other similar waterborne vehicles on any public right of way or lot outside of a building are prohibited. The City of Lakeway may enforce this restriction by their code enforcement department without further notice to the Board

3.16 Fences The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the ACC. Galvanized chain link, wire, concrete, or concrete block fences are specifically prohibited. The ACC may, in its sole discretion, prohibit the construction of any proposed fence, or specify a different type of material for which any proposed fence must be constructed, or require that any proposed fence be screened so as not to be visible from other portions of the Property

(A) Subdivision Fences Fences shall be six feet (6') in height and shall be built of a combination of rock and wrought iron, or a combination of rock and wooden privacy fence. Columns will be made of eight inch (8") cut limestone, with three inch (3") limestone cap, and will not exceed fifty feet (50') on center for wrought iron fencing and eighteen feet (18') on center for wood privacy fencing (12' on center for those facing the street). No fence facing a street from the front of a residential structure and extending to the side lot lines may be built any closer to the street than the front wall of the residential structure

(B) Interior Lot Fences Fences shall be four feet (4'), five feet (5') or six feet (6') in height and shall be built of wooden privacy fence ("shadow boxed"). Interior lot fences may also be constructed of the same materials and design as specified for Subdivision Fences above

3.19 Mailboxes No mailbox shall be erected on a Lot without the prior written consent of the ACC. The ACC may, in its discretion, specify a standard mailbox design to be utilized in any neighborhood

3.20 Siding: Metal Roofs, Wood, Asphalt and Composition Roof Shingles Lots zoned R-6 must have a minimum of 40% exterior masonry (stone, stucco or brick) and R-1 lots shall be a minimum of 65% exterior masonry (stone, stucco or brick) Notwithstanding the foregoing, the ACC is empowered to reject or accept a plan that does or does not meet these masonry requirements, if in the ACC's sole discretion the building would enhance, blend in, or detract from the general appearance of the neighborhood All siding shall be a lightweight concrete product The eaves and soffits shall not be considered in computing the amount of exterior siding used The decision of the ACC as to the percentage of exterior siding used, or shown on a construction plan, shall be final and binding on all parties The use of wooden roof shingles is specifically prohibited Metal roofs, tile roofs, asphalt roof shingles and composition roof shingles are allowed with the prior written consent of the ACC The roof shingles shall be a 30-year dimensional asphalt or composition minimum quality or grade The City of Lakeway Building Ordinances supersedes any restriction applied to these lots and therefore a requirement may meet the minimum requirements of this declaration but may not meet the City of Lakeway Ordinance requirements It is the property owner's responsibility to verify all building ordinances required by the City of Lakeway before commencing construction of any improvement on their property

3.21 Hunting/Trapping/Firearms. Hunting, trapping and discharge of firearms are expressly prohibited within the Property

3.22 Dumping Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property

3.23 No Overnight Parking No vehicle of any kind shall be allowed to park overnight on any street within the Property Each Lot shall provide reasonable on-site parking for guests

3.24 Motorcycles The use of motorcycles and any motorized vehicles shall be limited to those, which have been approved and are legal for street use Such use shall be limited to the public streets, and the use of motorcycles and any motorized vehicle on any Common Area is expressly prohibited No off-road use of any motorcycles or motorized vehicles shall be permitted, and all motorcycles operated within the Property shall have mufflers installed in good condition, which limits the exhaust noise to no more than eighty (80) decibels, ten (10) feet from the end of the exhaust pipe

3.25 Trees, Shrubs and Landscaping The ACC shall have the right to approve the removal and/or addition of trees, shrubs, hedges, ground cover and all other landscaping All landscaping must be maintained to be consistent with the overall style and appearance of the subdivision

3.26 Underground Utility Lines No utility lines, including but not limited to wires or other devices for the communication or transmission of telephone or electric current or power cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any Property within the Subdivision unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by the ACC, provided, however, that no provision hereof shall be deemed to forbid the erection or temporary power or telephone structures incident to the construction of buildings or structures which have been previously approved in writing by the

ACC The installation method, including, but not limited to, location and type of installation, for both temporary and permanent utilities shall be included in the Plans and Specifications and approved in writing by the ACC

3 27 Improvements and Alterations No structures, Improvements, alterations, repairs (excluding routine repairs), excavations or other work which in any way alters the exterior appearance of any structure within the Subdivision or the appearance of any other Improvement located thereon from its natural or improved state existing on the date such Property was first conveyed in fee to the current Owner, purchaser or annexed by DECLARANT, whichever is later, shall be made or done without the prior approval of the ACC

3 28 Solar Equipment Request for approval of installation of any type of solar equipment shall be included in the Plans and Specifications and approved in writing by the ACC

3 29 Garages Each single-family residential structure shall have a minimum two-car garage No attached Garage door shall face the street without prior written approval of the ACC

3 30 Trees The native trees larger than eight (8) inches in diameter measured six (6) feet from the base of the tree, on any Lot shall not be destroyed or removed from any Lot without the prior approval of the ACC, except such trees as may be necessary for the construction and maintenance of roads, driveways, residence, garages, accessory buildings and/or walled-in service yards, patios and decks

## ARTICLE IV

### RESIDENTIAL RESTRICTIONS

In addition to the general restrictions set forth above, the Property and any portion thereof that has been subdivided into Lots shall be subject to the following limitations and restrictions, which are designed to protect the residential character of the Property The City of Lakeway Ordinances supersede any restriction applied to these lots and therefore a requirement may meet the minimum requirements of this declaration but may not meet the City of Lakeway Ordinance requirements It is the property owner's responsibility to verify all ordinances required by the City of Lakeway before commencing construction of any improvement on their property

4 01 Residential Use All Lots within the Property shall be improved and used solely for single-family residential use, **except that**, as to any specific areas, DECLARANT may, in its sole and absolute discretion, permit other Improvements and uses **Initially, Lots 17, 19-29 in Cardinal Hills Unit 6 shall be reserved for duplex development, or R-4 zoning by City of Lakeway.**

4 02 Plans and Specifications Each Owner shall submit detailed Plans and Specifications, pursuant to the Rules of the ACC, and such Plans and Specifications must be approved in writing prior to the commencement of construction of any Improvements. The Plans and Specifications shall include, but not be limited to

a A site plan showing the location of the home, fences, mailbox, driveway(s) and all other Improvements to the Lot

b A set of house plans by a registered architect, builder or designer that clearly demonstrates that the house described by the Plans is designed for the specific Lot, except where a master set of plans has been approved by the ACC and can be repeated, and floor plans, foundation plans, building section, landscape plan, specifications including detailed descriptions and samples of all exterior materials and finishes

#### 4 03 Time for Construction

(A) The construction of a structure or Improvement shall be continuous and proceed in an orderly fashion without interruption, and any structure or Improvement on a Lot shall be completed in a reasonable time, not to exceed eighteen (18) months from the commencement of construction

(B) Commencement of construction shall mean the first on-site work for construction, including, but not by way of limitation, excavation or site preparation for the purpose of foundation

(C) Materials and equipment necessary for construction, and all debris resulting from clearing or construction shall be confined to the Lot and stored in either a dumpster or bin and removed at the end of construction, and shall not be left on any other Lots, Common Areas, or roadway

4 04 Yards and Sprinkler Systems All yards, including trees and plantings of all types, shall be well maintained and kept neat, trim and free of debris at all times. The front yard of any residence shall consist of that area between the street (or streets) in front of the Lot, the Property lines on each side of the Lot, and the front building line or lines of the residence extended to the Property lines on each side of the Lot. Sod shall extend to the edge of the curb of the street on all lots. All required sodded areas of each residence shall contain an underground sprinkler system

4.05 Driveways. All driveways must be at least twelve feet (12') wide and constructed of concrete

4.06 Swimming Pools Moveable aboveground swimming pools are strictly prohibited. All swimming pools must be in a fenced enclosure

## ARTICLE V

### THE ASSOCIATION

5.01 Organization The Association shall be a non-profit 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 and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration

5 02 Membership The Owner of each Lot, whether such Owner be one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the fee ownership of each Lot and may not be separated from such ownership. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

5 03 Voting. The DECLARANT shall be entitled to four (4) votes per lot owned by DECLARANT. All other Owners shall be entitled to one (1) vote per Lot owned. If more than one (1) person holds an interest in any Lot, all such persons shall be members of the Association, and the vote for such multiply-owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by DECLARANT.

5 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 (1) 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 Lot. A copy of such written designation shall be filed with the Secretary of the Board before any such vote may be cast, and upon the failure of the Owner(s) thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

5 05 Proxy Voting Any Owner, including DECLARANT, may give a revocable written proxy to any person, authorizing such 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, but no such proxy shall be valid for a period of greater than eleven (11) months, and shall not be valid unless filed with the Secretary of the Board of Directors in the manner required by the Bylaws.

5 06 Cumulative Voting The cumulative system of voting shall not be allowed.

5.07 Quorum for Membership Action With respect to any annual or special "general" membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of sixty-six percent (66%) of the total votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, at such meetings, the meeting may be adjourned and recalled on the same day, and the required quorum at such meeting shall be one-half (1/2) the required quorum at such meeting immediately preceding. This procedure shall be continued until a quorum has been obtained.

5 08 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws, as the same may be amended from time to time. Initially, the Board will be composed of appointees of DECLARANT. After ninety percent (90%) of the lots in the Subdivision, including any and all lots which may be added to the Subdivision pursuant to Section 2 02 hereof, have been conveyed by Contract for Deed or Deed, and Developer has no intention of adding any additional lots or sections to the Subdivision, the initial members of

the Committee shall arrange for an election of the members to elect three (3) members of the Association to replace them on the Improvement Committee. The election shall be in accordance with Section 5.03 hereof.

5.09 Duties of the Association. Subject to and in accordance with these restrictions, the Association, acting through the Board, shall have and perform each of the following duties:

A. Association Property

(1) Ownership and Control. To accept, own, operate and maintain all Local Common Areas, Private Roadways, and Recreation and Open Spaces which may be conveyed to it by DECLARANT, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas, and to accept, own, operate and maintain all other property, real and personal, conveyed to the Association. All of the areas designated as common areas on the Plat are hereby dedicated as common areas for the use and benefit of all persons and entities owning property or an interest in any property in the Subdivision, and to purchasers of lots in adjoining property which has been, or may be, developed and sold by the Developer. Ownership of common areas within the Subdivision shall be conveyed to the Association when ninety percent (90%) of the lots in the Subdivision, including any and all lots, which may become part of the Subdivision pursuant to Section 2.02 hereof, have been sold and Developer has no intention of adding additional lots or sections to the Subdivision. These restrictions shall not apply to the common areas and reserve areas shown on the Plat.

(2) Repair and Maintenance of Association Property. To maintain in good repair and condition, and make capital improvements to all lands, Improvements and other Association Property.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Association Property, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B) 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.

(C) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Preserve at Lakeway Residential Rules and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such Preserve at Lakeway Residential Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Such Preserve at Lakeway Residential Rules may also prescribe regulations governing the use of the Local Common Areas and the Recreation and Open Space and establish charges for the use of the Recreation and Open Space by Owners or non-Owners. Each Member shall be entitled to examine such Preserve at Lakeway Residential Rules and Bylaws at any time during normal working hours at the principal office of the Association.



(D) Architectural Control Committee To appoint and remove Members of the ACC after DECLARANT has delegated such rights to the Association pursuant to Article VI, Section 6 16

(E) Enforcement To enforce on its own behalf and on behalf of all Owners, this Declaration, as beneficiary of said covenants, conditions and restrictions and as assignee of DECLARANT, 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 Preserve at Lakeway Residential Restrictions 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 The Preserve at Lakeway Residential Restrictions, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against DECLARANT, its heirs, successors and assigns.

The City of Lakeway does not enforce deed restrictions Deed restrictions are civil contracts between buyers of property and the developer of that property Generally, whichever is more restrictive- the deed restrictions or a City Ordinance – will rule Receipt of a Building Permit from the City of Lakeway does not exempt the owner/builder from obtaining any other permit or approval required from this Architectural Control Committee (ACC) In fact, approval from this ACC is required prior to submitting plans to the City of Lakeway

(F) Financing To execute mortgages, both construction and permanent, for the construction of facilities, including Improvements on Property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces, whether or not improved, from DECLARANT subject to such mortgages or by assuming such mortgages Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether DECLARANT or the Association The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether DECLARANT or the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by DECLARANT or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

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

(H) Other To carry out and enforce all duties of the Association set forth in The Preserve at Lakeway Residential Restrictions

5 10 Powers and Authority of the Association The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration 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) Assessments. To levy assessments as provided in Article VIII below An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made

(B) Limitation on Annual Assessment. Until changed by the Association in accordance with the Bylaws and this Section, the annual assessment on each Lot not owned by the DECLARANT, shall be Three Hundred Dollars (\$300.00) per Lot On January 2<sup>nd</sup> of each year, or at such other time as the Board of Directors deems appropriate, the Board of Directors may set the annual assessment for the calendar year at whatever level they deem appropriate, however, the Board of Directors may increase the annual assessment by a maximum of twenty percent (20%) of the then current assessment in any given year Further, such percentage increases are not cumulative and may be prospective only Any increase in assessment not provided for in this Section must be made by the Association as a whole, in the same manner as an amendment to the Articles of Incorporation of the Association Builders approved by DECLARANT for building homes in the community shall not have to pay the \$300.00 assessment during the Builder's first year of ownership of any Lot

(C) Right of Entry and Enforcement To enter at any time in an emergency, or in a non-emergency after Notice required by Article III, Section 3 10(A)(1), without being liable to any Owner, upon any portion of the Property or into any Improvement thereon, or onto any Local Common Area, Recreation or Open Space for the purpose of enforcing The Preserve Residential Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the restrictions herein established, 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 Preserve at Lakeway Residential Restrictions An emergency shall exist where circumstances result in an immediate threat to Property, or the health and welfare of persons 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 Preserve at Lakeway Residential Restrictions

(D) Conveyances To grant and convey to any person or entity the real Property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder

- (1) Parks, parkways, campgrounds, or other recreational facilities or structures,
- (2) Roads, streets, walks, driveways, trails and paths,
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes,

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines, and

(5) Any similar public, quasi-public, or private Improvements or facilities

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way, which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration

(E) Manager 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. Any management agreements entered into by the Association shall provide that the agreement may be terminated by the Association, without cause, upon sixty (60) days written notice.

(F) Legal and Accounting Services To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its Property, the enforcement of The Preserve at Lakeway Residential Restrictions, or in the performance of any other duty, right, power or authority of the Association.

(G) Association Property Services To pay for water, sewer, garbage removal, landscaping, gardening, electric and all other utilities, services and maintenance for the Property of the Association.

(H) Other Areas To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Community, as appropriate.

(I) Recreational Facilities To own and operate any and all types of facilities for both active and passive recreation. The Association, with the consent of DECLARANT, may open the Recreation and Open Space for use by non-Owners and may levy charges in such amount as may be deemed reasonable by the Association for the use of the Recreation and Open Space by either Owners or non-Owners.

(J) Other Services and Properties To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of The Preserve at Lakeway Residential Restrictions.

(K) Construction on Association Property To construct new Improvements or additions to the Association Property.

(L) Contracts To enter into contracts with DECLARANT and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any Local Common

Area or Recreation and Open Space, or to provide any service or perform any function on behalf of DECLARANT or other person

(M) Permits/Licenses To obtain and hold any and all types of permits and licenses, and to operate restaurants and club facilities, if applicable

(N) Own Property To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise

(O) Create Another Association To create a subsidiary or other association to have the rights and powers, and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association under this Declaration, or alternatively, the Association may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association

#### 5 11 Indemnification

(A) Determination by Board 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 contemplated 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 (1) acted in good faith and in a manner he 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

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses, provided, however, that nothing contained in this Article V shall be deemed to obligate the Association to indemnify any Member or Owner, who is or has been a director, officer, committee member, or non-compensated agent of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the restrictive covenants as a Member of the Association or Owner of a Lot covered thereby

(B) Insurance The Board may 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 VI

### ARCHITECTURAL CONTROL COMMITTEE

6 01 Membership of Architectural Control Committee The ACC shall consist of not less than three (3) and no more than seven (7) voting members ("Voting Members"), and such additional non-voting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate

6 02 Action by Architectural Control Committee Items presented to the ACC shall be decided by a majority vote of the current voting members of the ACC

6 03 Term Each Member of the Association shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein

6 04 DECLARANT'S Rights of Appointment DECLARANT shall have the right to appoint and remove all Members of the ACC, voting and non-voting, prior to the delegation of such power to the Owner(s), if ever, pursuant to Section 6 16 hereof In making such appointments to the ACC, DECLARANT shall consider, but not be bound by, nomination made by the Owner(s) Nothing herein shall be construed to limit or restrict in any manner the DECLARANT'S right to remove Members of the ACC who were appointed by DECLARANT, whether or not such person was nominated by the Owner(s)

#### 6 05 Duties

(A) General It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Plans and Specifications or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed in it by this Declaration

(B) Consultant The ACC may, but need not, hire specialized consultants and incur expenses up to Fifty Dollars (\$50 00), to aid it in reviewing plans and their incidents The cost of such specialized consultants and expenses shall be considered to be a cost of the Plans and Specifications of the Lot Owner Payment of such costs shall be considered as a filing requirement of the Plans and Specifications, and such Plans will not be considered unless and until such costs are paid

#### 6 06 Adoption of Rules

(A) The ACC 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

(B) Unless and until a political subdivision of the State of Texas regulates such matters by law in the Property, the rules promulgated by the ACC may include building codes governing all types of construction on the Property, a fire code, a housing code, and other similar codes as the ACC deems necessary and desirable To the extent possible, these codes shall (1) be performance

based, (ii) encourage the use of new technologies, techniques and materials, and (iii) be compatible with the codes of Lakeway County, Texas and the Uniform Building Code.

6 07 Review of Proposed Construction Whenever in this Declaration or in any Supplemental Declaration the approval of the ACC 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. Except as provided in Sections 9 06 and 9 07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the final Plans and Specifications thereof shall be submitted to the ACC, and construction thereof may not commence unless and until the ACC has approved such Plans and Specifications in writing. The ACC 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 ACC. The ACC shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6 08 Procedure for Submission and Approval of Plans and Specifications

(A) Submission and approval of Plans and Specifications shall be in accordance with the rules promulgated by the ACC, as authorized by this Section 6 08.

(B) If the ACC fails to approve or disapprove any material or Plans and Specifications submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt ("Approved Period") or to give notice of its actions as above required, it shall be conclusively presumed that the ACC has approved such materials as submitted. If the ACC requests additional or amended materials or amended Plans and Specifications ("Amendments") during the initial Approval Period, the Approval Period shall be automatically extended for fifteen (15) days following the date upon which such Amendments have been submitted. If the Amendments are not submitted on or before the date specified by the ACC (or if no time is specified, within fifteen (15) days after the Amendments are requested) (the "Amendment Deadline"), then the Plans and Specifications shall be automatically disapproved. If the ACC approves Plans and Specifications on the condition that certain Amendments be submitted ("Conditional Approval"), such Conditional Approval shall expire if the Amendments are not received by the Amendment Deadline.

6 09 Meetings of the Architectural Control Committee The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may, by resolution unanimously adopted in writing, designate one of its Members to take any action or perform any duties for and on behalf of the ACC, 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 ACC taken without a meeting shall constitute an act of the ACC.

6.10 Action Without Formal Meetings The ACC may take action without formal meeting by unanimously consenting in writing on any matter, which it might consider at a formal meeting. Such unanimous written consent shall constitute the act of the ACC. For the purpose hereof, unanimous written consent shall mean a writing by the regular Members of the ACC.

6 11 No Waiver of Future Approvals The approval or consent of the ACC 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 ACC 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

6 12 Non-liability of Architectural Control Committee Members Neither the ACC, 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 ACC's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ACC or its Member or the Board or its Member, as the case may be Neither the ACC nor the Members thereof shall be liable to any Owner due to the construction of any Improvements within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots

6 13 Variances The ACC 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, setbacks, building envelopes, colors, materials, or land use when in the opinion of the ACC, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Community Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the ACC 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

6 14 Guidelines for Building The ACC may promulgate a set of guidelines not in conflict with this Declaration and any Supplemental Declarations for building and developing in the Community, which shall be general in nature and may be amended from time to time by the ACC

6 15 Submission of Final Plans and Specifications The final Plans and Specifications shall be submitted in triplicate to the ACC in care of Cardinal Hills Investors, Ltd., Attention Cosmo Palmieri 6907 Capital of Texas Hwy #334, Austin, Texas 78731, or such other address as may be designated from time to time, one copy of which will be returned to the person submitting the Plans with an endorsement as to the date received by the ACC

6 16 Delegation of Appointment Powers The DECLARANT shall have the right, but not the obligation, to delegate to the Association in writing the right to appoint and remove Members of the ACC and upon such written delegation of authority filed of record in the Real Property Records of Travis County, Texas, the selection of Voting Members to serve on the ACC shall be by separate election in which the Owners shall have the same relative voting power as provided hereinabove for elections of the Association

6 17 Inspection of Work

(A) Completed Work Inspection of completed work and correction of defects shall proceed as follows

(1) Upon the completion of any Improvement for which the final Plans and Specifications were approved under this Declaration, the Owner shall give written notice of completion to the ACC

(2) Within such reasonable time as the ACC may set in its rules, but not to exceed fifteen (15) days thereafter, the ACC or its duly authorized representative may inspect such Improvement. If the ACC finds that such work was not done in strict compliance with all approved Plans and Specifications, it shall notify the Owner in writing of such noncompliance within five (5) days, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same

(3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the ACC shall notify the Board of Directors in writing of such failure. Upon notice to the Owner, given as provided in Section 9.04, the Board shall conduct a Hearing at which it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all reasonable expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and Improvement in question, and the land upon which the same is situated, for reimbursement, and the same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided

(B) Work in Progress The ACC may inspect all work in progress and give notice of noncompliance as provided above in Subparagraph (2) of this Section. If the Owner denies that such noncompliance exists, the procedures set out in Subparagraph (3) of this Section shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should ultimately find that noncompliance exists

6.18 Governmental Agency Approval Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of any governmental agency of entity (including but not limited to the City of Lakeway or Travis County, Texas) with jurisdiction as may be required by law, as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the ACC may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the ACC as a final condition to approval of Plans and Specifications, or as additional insurance to the ACC that the Improvements and uses of approved Plans and Specifications meet governmental requirements, or for both such purposes. The City of Lakeway



Ordinances supersede any restriction applied to these lots and therefore a requirement may meet the minimum requirements of this declaration but may not meet the City of Lakeway ordinance requirements. It is the Property Owners responsibility to verify all ordinances required by the City of Lakeway before commencing construction of any improvement on their property.

## ARTICLE VII

### ASSOCIATION PROPERTY

7.01 Use. Each Owner, the members of his family who reside with him and each lessee of any portion of the Property and the members of his family who reside with him in the Community shall be entitled to use the Property owned by the Association subject to

(A) The provisions of The Preserve at Lakeway Residential Restrictions, and each person who uses any Property of the Association, in using the same, shall be deemed to have agreed to comply therewith.

(B) The right of the Association to charge reasonable dues and use fees, which fees shall be in addition to assessments levied pursuant to Article VIII.

(C) The right of the Association to suspend the rights to the use of any Property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's Property remains past due and unpaid, and, after Notice and Hearing by the Board, the right of the Association to invoke any remedy set forth herein for any other infraction.

(D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing, to the Association,

(E) Such rights to use Association Property as may have been granted by the Association or prior Owners of Property of the Association to others, and

(F) Such covenants, conditions and restrictions as may have been imposed by the Association or prior Owners of Property of the Association.

7.02 Damages. Each Member and lessee described above shall be liable to the Association for any damage to Property of the Association, which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the Property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and severable. The amount of such damage may be assessed against such person's real and personal property on or within the Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided in Article VIII below for the collection of assessments.

7 03 Damage and Destruction. In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association for the benefit of the Members and their mortgagees, and the Association shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment as provided for in Article VIII to make good any deficiency. If the Board determines not to rebuild any Property so destroyed or damaged, or to build facilities substantially different from those, which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly, but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefor to be made as set forth in this Section.

## ARTICLE VIII

### MAINTENANCE FUNDS AND ASSESSMENTS

8.01 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 purposes related to the areas and Improvements owned by or leased to the Association, or subject to these restrictions, for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a sub-association pursuant to any Supplemental Declaration, as hereinafter provided in Section 2 01.

8 02 Regular Annual 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 The Preserve at Lakeway Residential Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund, and shall levy an annual assessment in the manner hereinafter provided against the Owners of any Lot, hereinafter referred to as the Property. 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, increase the amount of the annual assessments as necessary to satisfy the actual expenses incurred by the Association in performing its functions under this Declaration. All such assessments shall be due and payable to the Association during the fiscal year in annual installments on or before an anniversary date based on the fiscal year as established by the Association. The assessment per lot will be paid at closing and will be prorated to the end of the fiscal year. DECLARANT reserves the right to waive dues to developers or builders as it, in its sole discretion, determines.

8 03 Special Assessments. In addition to the regular annual assessments provided for above in Section 8.02, the Board may levy special assessments whenever in the Board's opinion such special assessments are necessary to enable the Board to carry out the functions of the Association under The Preserve at Lakeway Residential Restrictions.

8 04 Division of Assessment Among Owners Assessments made by the Association under Sections 8 02 and 8 03 shall be divided equally among all the Owners of Lots located within the Property as described in the exhibits to this Declaration, as amended

8 05 Assessment Benefiting Specific Areas 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 for regular and special assessments in this Article

8 06 Assessment on Sale, Transfer or Conveyance of Property Any Property sold, transferred, or conveyed by the Owner (the "Transfer"), whether by deed, contract for deed, contract for sale, assignment or other instrument transferring title, or a right to acquire title or an interest therein upon the Transfer, a One Hundred Dollar (\$100 00) assessment shall automatically be levied against the Property and shall be paid by the seller to the Association at the time the Transfer of the Property is closed DECLARANT reserves the right to waive such transfer fee to builders or developers as it, in its sole discretion, determines necessary This assessment shall not apply to the following

- 1 Transfers by devise or descent or by operation of law upon the death of an Owner
- 2 The creation of a lien or encumbrance upon the Property:
- 3 Transfer upon foreclosure of a lien judicial or non-judicial, or transfer in contemplation of foreclosure, and
- 4 Transfer by the holders of mortgage lien, where title to the Property was acquired by the holder of the lien at a judicial or non-judicial sale or conveyance in contemplation of a judicial or non-judicial sale

The DECLARANT shall have the right to waive the provisions of this Section 8 06 on any sales made by DECLARANT

8 07 Late Charges. If any assessment made pursuant to Article VIII is not paid within thirty (30) days after it is due, the Owner will be required to pay a late charge of Ten Dollars (\$10 00)

8 08 Unpaid Assessments as Liens All assessments, whether made pursuant to this Article VIII or any other article of this Declaration, if not paid within thirty (30) days after the date due, shall be deemed delinquent and in default The amount of any delinquent assessment, 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. The transfer of title to such Property shall not terminate the lien, but personal obligation of the Owner shall not pass to successors in title unless they assume the obligation. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, (b) foreclose said lien against the Property, or (c) both. No Owner may waive or otherwise escape liability for any assessment to nonuse of Association Property or any common area or by the abandonment of any 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.

8.09 Mortgage Protection. Notwithstanding any other provision of The Preserve at Lakeway Residential Restrictions, no lien created under this Article VIII or under any other Article of this Declaration, nor any lien arising by reason of any breach of The Preserve at Lakeway Residential 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 the Property, made in good faith and for value. However, after a conveyance in lieu of foreclosure, such Property shall remain subject to The Preserve at Lakeway Residential Restrictions and shall thereafter be liable for all assessments levied after such completion of foreclosure or conveyance in lieu of foreclosure.

8.10 Effect of Amendments on Mortgages. No amendment of Section 8.09 of this Declaration shall affect the rights of any Beneficiary whose Mortgage or deed of trust has the first and senior priority as provided in Section 8.09, unless the mortgagee consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the Mortgage, 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.

8.11 Subordination. The lien for assessments provided for herein shall be subordinated to the lien of any first Mortgage if the Mortgage was recorded before the delinquent assessment became due. Sale or transfer of any Property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any Property subject to assessment pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE IX

### MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2010, unless amended as herein provided. After December 31, 2010, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-quarters (3/4) of the Lots then subject to this Declaration.

9 02 Amendment

(A) By DECLARANT This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association or the DECLARANT has land it intends to add which will become subject to this Declaration and any Supplemental Declarations, or after that date if the amendment is made to correct a typographical error, or to comply with the requirements of the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA), or Department of Veterans Affairs (VA) No amendment by DECLARANT shall be effective until there has been recorded in the Deed Records of Travis County, Texas an instrument executed and acknowledged by DECLARANT and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes

(B) By Owners In addition to the method in Section 9 02(A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument, executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least two-thirds (2/3) of the number of votes entitled to be cast pursuant to Section 5 03

9 03 Utility Easements The DECLARANT reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas conveyed to the Association or reserved as Local Common areas, Recreation and Open Spaces, or Private Roadways, sewer and other pipelines, conduits, wires and any public utility function beneath or above the surface of the ground, with the approval of the ACC and with the right of access to the same at any time for the purpose of repair and maintenance

9 04 Notices Unless otherwise provided herein, any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices Such address may be changed from time to time by notice in writing given by such person to the Association

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the recitals of this Declaration This Declaration shall be construed and governed under the laws of the State of Texas, and all obligations herein shall be performed in Travis County, Texas

9 06 Construction Activities This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including DECLARANT) upon Property within the Community 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, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration. and conforms to usual construction practices in the area In the event of any dispute regarding such matters, a temporary waiver of the application provision, including, but not limited to, any provision prohibiting temporary waiver of the applicable provision and any provision prohibiting temporary structures, may be granted by the ACC, provided that such waiver shall be only for the reasonable period of such construction

9 07 Exemption of DECLARANT Notwithstanding any provision in this Declaration to the contrary, neither DECLARANT nor any of DECLARANT's activities shall in any way be subject to the control of or under the jurisdiction of the ACC Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of DECLARANT to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property

9 08 Assignment of DECLARANT Notwithstanding any provision in this Declaration to the contrary, DECLARANT may, in writing, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions, rights and duties hereunder

9 09 Enforcement and Nonwaiver

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

(B) Violation of Restrictions Every act or omission whereby any provision of The Preserve at Lakeway Residential Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at his own expense), DECLARANT, 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 Preserve at Lakeway Residential Restrictions and subject to all of the enforcement procedures set forth in said restrictions

(D) Nonwaiver The failure to enforce any provision of The Preserve at Lakeway Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision 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 the Property in order to enforce any right or effect compliance with this Declaration

9 10 Construction.

(A) Restrictions Severable The provisions of The Preserve at Lakeway Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any 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

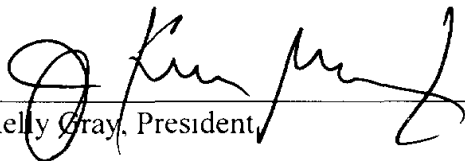
(C) Captions All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof

Executed this 20<sup>th</sup> day of August, 2003

**DECLARANT:**

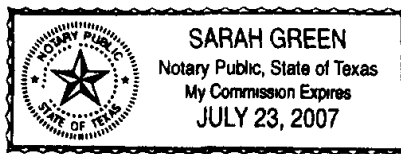
**CARDINAL HILLS INVESTORS, LTD.**

**By: Cardinal Hills, Inc. , G.P.**

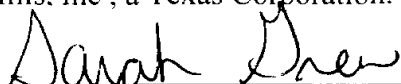
  
By J Kelly Gray, President

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §



This instrument was acknowledged before me on the 20 day of 2003, 2002, by J Kelly Gray, President of Cardinal Hills, Inc , a Texas Corporation.

  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires  
7-23-07

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

08-22-2003 04 33 PM 2003198578  
FERGUSONL \$65 00  
DANA DEBEAUVOIR , COUNTY CLERK  
TRAVIS COUNTY, TEXAS





**THIRD AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

**STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TRAVIS**

§

§

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway aka Cardinal Hills Unit 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, attached as Exhibit "A",

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association, and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

A. The first paragraph of the RESTRICTIONS shall read as follows:

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway aka Cardinal Hills Unit 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, attached as Exhibit "A."

B. To amend Exhibit A filed in the SECOND AMENDMENT hereby adding additional lots and property covered by the RESTRICTIONS. The amended Exhibit A is hereby attached.

C. The following definition of "Property" shall replace Article I, section 1.21:

1.21 Property. "Property" shall mean the land described as The Preserve at Lakeway aka Cardinal Hills Unit 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, attached as Exhibit "A", together with all land added to this Declaration as amendments or additional exhibits added in accordance with the provisions hereof.

Executed this 17<sup>th</sup> day of February, 2004.

**DECLARANT:**

**HOMEOWNERS ASSOCIATION:**

**CARDINAL HILLS INVESTORS, LTD.**

**LAKWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

**A Texas Limited Partnership**

**a Texas Non-Profit Corporation**

**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By: [Signature]  
J. Kelly Gray, President

By: [Signature]  
J. Kelly Gray, President

By: [Signature]  
Cosmo Palmieri, Secretary

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 4 day of February, 2004, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



[Signature]  
Notary Public in and for The State of Texas

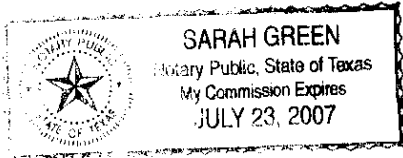
Sarah Green  
Printed Name

My Commission Expires:  
7-23-07

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 4 day of February, 2004, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



Sarah Green  
Notary Public in and for The State of Texas  
Sarah Green  
Printed Name

My Commission Expires:  
7-23-07

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 4 day of February, 2004, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



Sarah Green  
Notary Public in and for The State of Texas  
Sarah Green  
Printed Name

My Commission Expires:  
7-23-07

## EXHIBIT "A"

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 82, 83, 86, 87 CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**Tract Three:** Lots, 100, 101, 102, 103, 104, 111, 112, 113, 114, 115, 117, 118, 119, 120, 121, 122, 124, 125, 126, 127, 128, 129, 130, 138, 139, 140, 141, 143, 147 CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas.

**Tract Four:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 39, 40, 41, 42, 43, 44, 45, 46, 47, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104 CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas.

**Tract Five:** Lots 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, 60, 82, 84, 87, 88, 89, 90, 91, 92, 93, 94 CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas.

Return:

Sendra Homes  
PO Box 341180  
Austin, TX 78734

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Feb 05 02:48 PM 2004022260

HAYWOODK \$22.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



DECLAR 2004121862

4 PGS

**FOURTH AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

**RETURN TO:**  
Alamo Title Company  
11420 Bee Caves Rd., A-100  
Austin, Texas 78738  
*Preserve @ Lakeway*

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway aka Cardinal Hills Unit 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas.

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, the DECLARANT filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004022260, Official Public Records of Travis County, Texas (THIRD AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association, and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

A. Article III Section 3.16A shall be amended and replaced to read as follows:

(A) Subdivision Fences. Fences shall be four feet (4') in height and shall be built of a wooden privacy fence (Shadow Box), wrought iron, or a combination of rock and wooden privacy fence. Fences bordering area know as a "Preserve" by Balcones Canyonlands Conservation Plan ("BCCP"), City of Austin, or Travis County shall be built of wrought iron. No fence facing a street from the front of a residential structure and extending to the side lot lines may be built any closer to the street than the front wall of the residential structure.

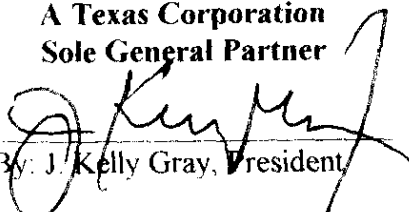
Executed this 21 day of June, 2004

**DECLARANT:**

**CARDINAL HILLS INVESTORS, LTD.**

**A Texas Limited Partnership**

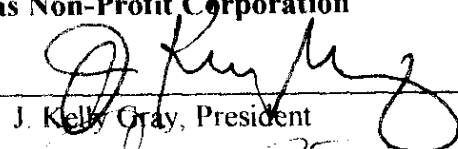
**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By:   
By: J. Kelly Gray, President

**HOMEOWNERS ASSOCIATION:**

**LAKEWAY VIEW HOMEOWNERS  
ASSOCIATION, INC.**

**a Texas Non-Profit Corporation**

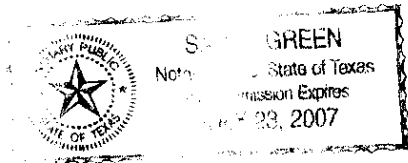
By:   
J. Kelly Gray, President

By:   
Cosmo Palmieri, Secretary

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 21 day of June, 2004, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



Sarah Green  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires:  
July 23, 2007

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 21 day of June, 2004, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



Sarah Green  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires:  
July 23, 2007



**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                      §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 21 day of June, 2004, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



Sarah Green  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires:  
July 23, 2007

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Jun 24 04:11 PM 2004121862

FERGUSONL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



RETURN TO:  
ALAMO TITLE COMPANY  
11420 BEE CAVES RD., #A-100  
AUSTIN, TEXAS 78738-5527  
GF# \_\_\_\_\_

6

**EIGHTH AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and/or developer of certain lots in The Preserve at Lakeway aka CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, and CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas attached as Exhibit "A",

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, the DECLARANT filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004022260, Official Public Records of Travis County, Texas (THIRD AMENDMENT)

WHEREAS, the DECLARANT filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004121862, Official Public Records of Travis County, Texas (FOURTH AMENDMENT)

WHEREAS, the DECLARANT filed a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005147680, Official Public Records of Travis County, Texas (FIFTH AMENDMENT)

WHEREAS, the DECLARANT filed a Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005194838, Official Public Records of Travis County, Texas (SIXTH AMENDMENT)

WHEREAS, the DECLARANT filed a Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005226490, Official Public Records of Travis County, Texas (SEVENTH AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association; and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

WHEREAS, BLC Ventures, LTD (BLC), the Owner of Lots 12, 26, 27 Cardinal Hills Unit 7 (Property) hereby consents and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. BLC hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 12, 26, 27 Cardinal Hills Unit 7.

WHEREAS, the DECLARANT wishes to amend the DECLARATION pertaining to those certain lots as described in Exhibit A.

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

- A. Exhibit A filed in the SIXTH AMENDMENT is hereby amended adding Lots 12, 26, and 27 Cardinal Hills Unit 7 as additional property covered by the RESTRICTIONS. The amended Exhibit A is hereby attached.

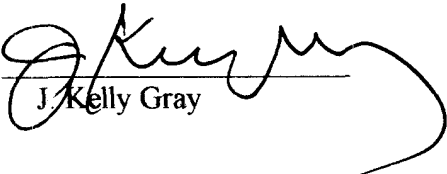
Executed this 29<sup>th</sup> day of March, 2007.

**[Rest of the Page is Intentionally Blank]**

**DECLARANT:**

**CARDINAL HILLS INVESTORS, LTD.**  
A Texas Limited Partnership

By: **Cardinal Hill, Inc.**  
A Texas Corporation  
Sole General Partner

By:   
J. Kelly Gray

**HOMEOWNERS ASSOCIATION:**

**LAKWAY VIEW HOMEOWNERS ASSOCIATION, INC.**  
a Texas Non-Profit Corporation


By:   
J. Kelly Gray, President

By:   
Cosmo Palmieri, Secretary

**OWNER OF LOTS 12, 26 and 27 CARDINAL HILLS UNIT 7**

**BLC VENTURES, LTD**  
A Texas Limited Partnership

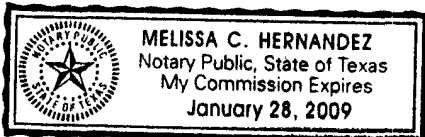
By: **Sendero Development, Inc.**  
A Texas Corporation  
Sole General Partner

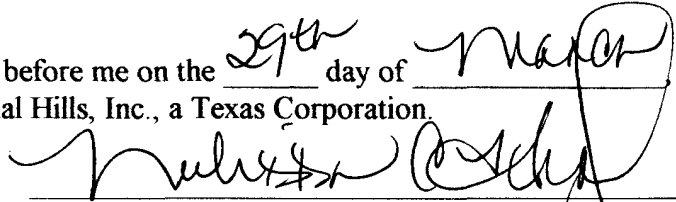
BY:   
Blake Rue Date  
Chief Financial Officer

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29<sup>th</sup> day of March 2007, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



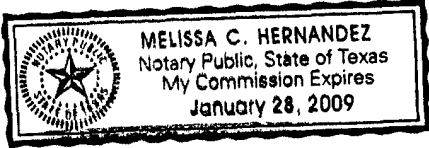
  
Notary Public in and for The State of Texas  
MELISSA C HERNANDEZ  
Printed Name

My Commission Expires:  
01/28/2009

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2007, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



*Melissa C. Hernandez*  
\_\_\_\_\_  
Notary Public in and for The State of Texas

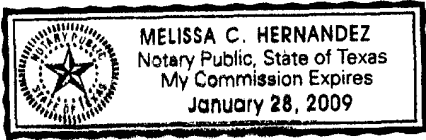
MELISSA C. HERNANDEZ  
\_\_\_\_\_  
Printed Name

My Commission Expires:  
01/28/2009

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2007, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



*Melissa C. Hernandez*  
\_\_\_\_\_  
Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ  
\_\_\_\_\_  
Printed Name

My Commission Expires:  
01/28/2009

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2007, by Blake A. Rue, Chief Financial Officer of Sendero Development, Inc., a Texas Non-Profit Corporation.



*[Handwritten signature of Melissa C. Hernandez]*

Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ

Printed Name

My Commission Expires:

01/28/2009

## EXHIBIT "A"

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 82, 83, 86, 87 CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**Tract Three:** Lots, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 127, 128, 129, 130, 131, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147 CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas.

**Tract Four:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 39, 40, 41, 42, 43, 44, 45, 46, 47, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104 CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas.

**Tract Five:** Lots 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, 114, 115, 117, 118, 119, 120, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 138, 139, 140, 141 CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas.

**Tract Six:** Lots 12, 26, 27 CARDINAL HILLS, UNIT 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2007 Apr 02 01:57 PM 2007058116

ESPINOZAC \$36.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

SPGS



TRV 2016016160  
8 PGS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS  
OF  
LAKEWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

*(Related to Standby Electric Generators & Deed Restriction Enforcement)*

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, filed as Document No. 2003198578 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Lakeway View Homeowners Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations related to administrative matters;

WHEREAS the Association's Architectural Control Committee (the "**ACC**") is authorized to adopt rules and regulations related to improvements and structures on lots within the community; and

WHEREAS the ACC has voted to adopt the Standby Electric Generator Rule and the Board has voted to adopt the Enforcement Policy, both attached as Exhibit "A";

THEREFORE the additional rules attached as Exhibit "A" have been, and by these presents are, **ADOPTED** and **APPROVED**.

Subject solely to the amendments contained in Exhibit "A", all of the rules of the Association remain in full force and effect.

**LAKEWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

Acting by and through its Board of Directors  
and its Architectural Control Committee

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: President


Signature:   
Printed Name: Cosmo Palmieri  
Title: ACC Member

Exhibit "A": Standby Electric Generators Rule and Enforcement Policy



Acknowledgements

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was executed and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ in the capacity stated above.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 19th day of January, 2016, by COSMO PALMIERI in the capacity stated above.

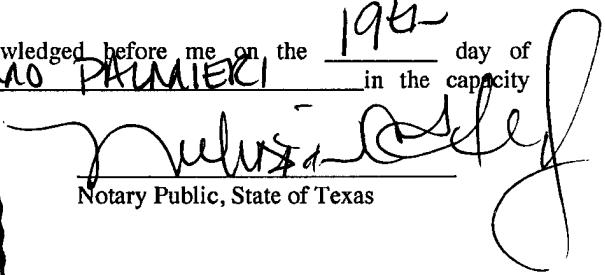
  
\_\_\_\_\_  
Notary Public, State of Texas



EXHIBIT "A"

STANDBY ELECTRIC GENERATORS

1. General. Unless otherwise approved in writing by the Architectural Control Committee (the "ACC"), which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator except in compliance with this rule.
2. Scope of Rule. A standby electric generator is the only device that may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:
  - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
  - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
  - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
  - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
  - e. Permanently installed on a lot.
3. Conflict with Other Provisions. Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.
4. Prior Approval Required. Prior to the installation of any standby electric generator or any part thereof, an owner must receive written approval of the ACC. Owners wishing to install standby electric generators must submit plans and specifications to the ACC. The following requirements apply to plans and specifications:
  - a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.
  - b. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.
5. Installation. The following installation requirements apply to standby electric generators:
  - a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
  - b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
  - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
  - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
  - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
  - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. Maintenance. The following maintenance requirements apply to standby electric generators:

- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
  - b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
  - c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.
7. Location. The following requirements apply to the location of a standby electric generator:
- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home). The generator may not be visible from a street, any common area, or the ground level of another lot unless it is screened in compliance with section 8.
  - b. The ACC may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the ACC deems that a variance is appropriate as a result of topographical or other issues and a plan for adequate screening of the generator is submitted and approved.
  - c. The ACC will grant a variance allowing the generator to be installed in a location other than as required under subsection (a) if the owner can document in a format reasonably acceptable to the ACC that locating the generator in the rear yard will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. Even if such a variance is granted, the screening requirements outlined in section 8 must be met.
  - d. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
  - e. No portion of the generator may be installed within any applicable setback.
8. Screening. Owners must completely screen a standby electric generator from view if the generator is:
- a. Visible from the street faced by the dwelling;
  - b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned or maintained by the Association;  
or
  - c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned or maintained by the Association.
- Submitted plans must include as-installed dimensions and types of all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.
9. Allowable Use. A standby electric generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

## ENFORCEMENT POLICY

### Summary of Enforcement Policy

1. Send Courtesy Warning Letter (curable violations only - optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.
2. **Violation Notices.**
  - i. Courtesy Warning Letter (curable violations only). Upon becoming aware of a deed restriction violation that is curable (*see* Section 3(i) below) and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.
  - ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:
    - A. Levy a fine;
    - B. Suspend the owner's right to use common area, if allowed under the governing documents; and/or
    - C. Charge the owner for damage to common area.

Any such action shall be initiated by sending a 209 Violation Notice to the owner. The 209 Violation Notice shall:

- A. Be in writing and sent certified mail to the most current owner address shown on the Association's records;
- B. Describe the violation or property damage at issue;
- C. State the amount of any fine or property damage charge levied against the owner and the deadline for payment;
- D. If the violation is curable and does not pose a threat to public health or safety, state a reasonable, specific date by which the owner may cure the violation and avoid any fine levied in the 209 Violation Notice; (there is no right to cure if the violation is incurable, poses a threat to health or safety, or involves damage to property);
- E. Inform the owner that he has a right to request a Board hearing to discuss the enforcement action on or before the 30<sup>th</sup> day after the notice was mailed to the owner (*see* Section 6 below);
- F. Inform the owner that he will be responsible for attorney fees and costs incurred in relation to the violation if the violation continues after a specific date; such fees and costs may be assessed to the owner's account after a hearing is held or, if a hearing is not requested, after the deadline for requesting a hearing has passed;
- G. Inform the owner that he may have special rights or relief related to enforcement under federal law, including the Servicemembers Civil Relief Act; and

H. Otherwise comply with Section 209 of the Texas Property Code and state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

3. **209 Violation Notices – Curable vs. Uncurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.
- ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

4. **209 Violation Notices -- When a fine or damage assessment may be imposed after levy; Board hearings.**

- i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine levied in the 209 Violation Notice shall be waived. If the owner fails to cure the violation by the deadline, any fine levied in the 209 Violation Notice shall be imposed after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.
- ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.
- iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)

5. **Standard Fine Schedule.** Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy.*

- i. Curable Violations.
- |                             |   |
|-----------------------------|---|
| A. Courtesy Warning Notice: | No fine.  |
| B. 209 Violation Notice:    | \$25.00 fine (daily/weekly or one-time); and/or Suspension of common area usage rights, if allowed under the governing documents. |

- C. Subsequent Violation Notices: \$50.00 fine (daily/weekly or one-time);  
\$100.00 fine (daily/weekly or one-time);  
\$125.00 fine (daily/weekly or one-time);  
(Increases \$25.00 for each additional notice).

ii. Uncurable Violations.

- A. 209 Violation Notice: \$50.00 fine; or  
Property damage assessment.
- B. Subsequent Violation Notices: \$75.00 fine;  
\$100.00 fine;  
\$125.00 fine;  
(Increases \$25.00 for each additional notice).

6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held in accordance with Section 209.007 of the Texas Property Code. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Force mows and other self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, and other authorized agents of the Association are granted authority to carry out force mows or other self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents.
9. **Owners as Responsible Party.** If a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

Once Recorded Please Return to:  
*Lakeway View HOA*  
c/o Pioneer Real Estate Services  
611 S Congress Ave #510  
Austin, TX 78704

**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.

File Server:CLIENTS:LakewayView:2015 Rules 1-16.doc

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Feb 03, 2016 01:46 PM

2016016160

VALLEJOA: \$54.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**FIRST AMENDMENT TO BYLAWS  
OF  
THE CANYONS AT CARDINAL HILLS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, pursuant to the provisions of Article 13, Section 1 of the Bylaws of The Canyons at Cardinal Hills Homeowners Association, Inc.

These Bylaws may be altered, amended or repealed at any meeting of the members at which a quorum is present by the affirmative vote of a majority of the Members present at the meeting....

WHEREAS, at the duly called regular annual meeting of the members held on November 8, 2010, a quorum was established; and

WHEREAS, at said meeting a duly required percentage of a quorum of members in good standing and present in person or by proxy voted to amend Article 4 Section 1 of the Bylaws in order to change provisions related to the date of the annual meeting of the Association

NOW, THEREFORE, as amended by the Association, the referenced provision of the Bylaws now reads in its entirety as follows:

Meeting Date. The annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held during the month of September of each calendar year on a date and at a time and place to be determined by the Board of Directors

**Remainder of Page Purposely Blank**



**CERTIFICATION OF AMENDMENT OF BYLAWS  
FOR  
THE CANYONS AT CARDINAL HILLS HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, do hereby certify:

THAT I am the Association Manager for The Canyons at Cardinal Hills Homeowners Association, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the foregoing First Amendment of the Bylaws of The Canyons at Cardinal Hills Homeowners Association, Inc. was duly approved by the required vote of members of the Association at the Annual Meeting of the Members of the Association on the 8th day of November 2010.

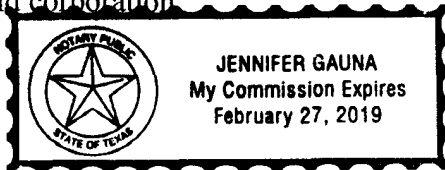
31<sup>st</sup> IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_  
day of October, 2016.

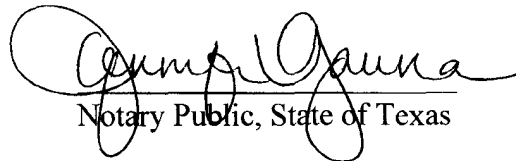


**ACKNOWLEDGEMENT**

STATE OF TEXAS                                     )  
   )  
COUNTY OF TRAVIS                                     )

This instrument was acknowledged before me on this the 31<sup>st</sup> day of ~~March~~ October 2016 by Rosalyn Peterson, duly authorized Association Manager for THE CANYONS AT CARDINAL HILLS HOMEOWNERS ASSOCIATION, INC. a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

The Law Offices of Glenn K. Weichert, P.C.  
3821 Juniper Trace, Suite 106  
Austin, Texas 78738

First Amendment to Bylaws  
The Canyons at Cardinal Hills Homeowners  
Page 2

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



Nov 21, 2016 08:33 AM      2016193365

RAMIREZA: \$30 00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS

FIRST CORRECTION OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY

RETURN TO:  
Alamo Title Company  
11420 Bee Caves Rd., A-100  
Austin, Texas 78738  
*Preserve Master File*

TRV 2003239964  
3 pgs

*3*

STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway Phase III aka Cardinal Hills Unit 6 attached as Exhibit "A", a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas; and

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (RESTRICTIONS)

WHEREAS, the DECLARANT desires to correct such Restrictions as described below:

- A. The original filing of the Restrictions failed to include Exhibit A as described in the Restrictions. Exhibit A is hereby attached and shall serve as Exhibit A in the original filing.
- B. In Article I, section 1.21 in its corrected form shall read as follows

1.21 Property. "Property" shall mean the land described as The Preserve at Lakeway aka Cardinal Hills Unit 6, a subdivision located in Travis County, Texas, according to the map or plat of record in Volume 51, page 94, Plat Records of Travis County, Texas, see Exhibit A, together with all land added to this Declaration as amendments or additional exhibits added in accordance with the provisions hereof.

Executed this 6<sup>th</sup> day of October, 2003.

DECLARANT:

CARDINAL HILLS INVESTORS, LTD.

By: Cardinal Hills, Inc., G.P.

  
By: J. Kelly Gray, President

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 6<sup>th</sup> day of October, 2003, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



Traci McLeod  
Notary Public in and for The State of Texas

Traci McLeod  
Printed Name

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "A"**

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 47, 48, 49, 51, 52, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 82, 83, 86, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

10-08-2003 04:01 PM 2003239964  
FERGUSONL \$18.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

4

**FIRST AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

 TRV 2003264145  
4 pgs

STATE OF TEXAS

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TRAVIS

§

§

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway Phase III aka Cardinal Hills Unit 6 attached as Exhibit "A", a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas; and

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the Declarant so long as DECLARANT holds a majority of the votes in the Association; and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

WHEREAS, the DECLARANT desires to amend and add two additional lots (lots 39 & 46 of Cardinal Hills Unit 6) to Exhibit A filed in the First Correction of Declaration of Covenants, Conditions and Restrictions to the DECLARATION. The amended Exhibit A is hereby attached.

Executed this 5<sup>th</sup> day of November, 2003.

**DECLARANT:**

**HOMEOWNERS ASSOCIATION:**

**CARDINAL HILLS INVESTORS, LTD.**

**LAKWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

**A Texas Limited Partnership**

**a Texas Non-Profit Corporation**

**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By: [Signature]  
J. Kelly Gray, President

By: [Signature]  
Cosmo Palmieri, Secretary

By: [Signature]  
J. Kelly Gray, President

**ACKNOWLEDGEMENT**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the 5<sup>th</sup> day of November, 2003, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



[Signature]  
Notary Public in and for The State of Texas

Printed Name

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the 5<sup>th</sup> day of November, 2003, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



[Signature]

Notary Public in and for The State of Texas

\_\_\_\_\_  
Printed Name

My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5<sup>th</sup> day of November, 2003, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



Traci McLeod  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Printed Name

My Commission Expires:  
\_\_\_\_\_

RETURN TO:  
ALAMO TITLE COMPANY  
STONEBRIDGE PLAZA II  
9600 N. MO PAC EXPRESSWAY  
SUITE 125  
AUSTIN, TEXAS 78759-6507  
GF# Sept. 1

## EXHIBIT "A"

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 82, 83, 86, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS



11-10-2003 10:40 AM 2003264145  
FERGUSONL \$20.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS



**SECOND AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

After Recording—  
sent to  
Cardinal Hills Invest.  
6907 Cap. of TX Hwy  
Austin, TX 78731

4

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**KNOW ALL MEN BY THESE PRESENTS:**

 TRV 2004005248  
4 pgs

THAT WHEREAS, Cardinal Hills Investors Ltd , a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway Phase III aka Cardinal Hills Unit 6 attached as Exhibit "A", a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas, and

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9 02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association, and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows

WHEREAS, the DECLARANT desires to amend and add two additional lots to Exhibit A (lots 53 & 87 of Cardinal Hills Unit 6) to Exhibit A filed in the FIRST AMENDMENT The amended Exhibit A is hereby attached

Executed this 7 day of January, 2004

**DECLARANT:**

**HOMEOWNERS ASSOCIATION:**

**CARDINAL HILLS INVESTORS, LTD.**

**LAKWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

**A Texas Limited Partnership**

**a Texas Non-Profit Corporation**

**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By: [Signature]  
J Kelly Gray, President

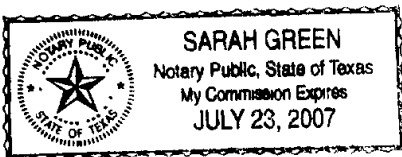
By: [Signature]  
Cosmo Palmieri, Secretary

[Signature]  
By: J Kelly Gray, President

**ACKNOWLEDGEMENT**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the 7 day of January, 2004, by J Kelly Gray, President of Cardinal Hills, Inc , a Texas Corporation



[Signature]  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires July 23, 2007

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 87 day of January, 2009, by J Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation



Sarah Green  
Notary Public in and for The State of Texas

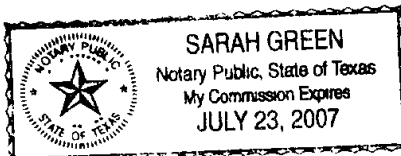
Sarah Green  
Printed Name

My Commission Expires  
7-23-07

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 7 day of January, 2009, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation



Sarah Green  
Notary Public in and for The State of Texas

Sarah Green  
Printed Name

My Commission Expires  
7-23-07

## EXHIBIT "A"

**Tract One** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 82, 83, 86, 87 **CARDINAL HILLS, UNIT 6**, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas

**Tract Two** Lots 45A, 45B, 45C, 63A, 63B, 63C, **RESUBDIVISION OF LOTS 45 AND 63. CARDINAL HILLS, UNIT 6**, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No 200200251, Plat Records of Travis County, Texas

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

01-09-2004 03 27 PM 2004005248  
JUAREZY \$20 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS



10  
Crawner

**FIFTH AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

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

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway aka CARDINAL HILLS UNIT 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 2002200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, attached as Exhibit "A",

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, the DECLARANT filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004022260, Official Public Records of Travis County, Texas (THIRD AMENDMENT)

WHEREAS, the DECLARANT filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004121862, Official Public Records of Travis County, Texas (FOURTH AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association; and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

WHEREAS, the Owner of Lot 144 Cardinal Hills Unit 4 (MHI) hereby consents and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. Owner hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 144 Cardinal Hills Unit 4.

WHEREAS, the Owner of Lot 145 Cardinal Hills Unit 4 (Weekly) hereby consents and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. Owner hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 145 Cardinal Hills Unit 4.

WHEREAS, the Owner of Lot 141 Cardinal Hills Unit 5 (Rue) hereby consents and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. Owner hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 141 Cardinal Hills Unit 5.

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

- A. To amend Exhibit A filed in the THIRD AMENDMENT hereby adding additional lots and property covered by the RESTRICTIONS. The amended Exhibit A is hereby attached.

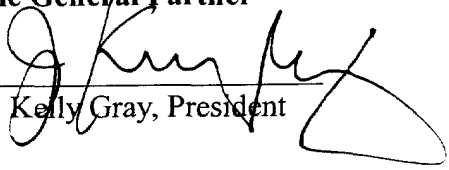
Executed this 27 day of July, 2005.

**DECLARANT:**

**CARDINAL HILLS INVESTORS, LTD.**

**A Texas Limited Partnership**

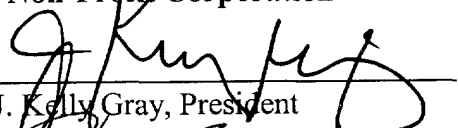
**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By:   
J. Kelly Gray, President

**HOMEOWNERS ASSOCIATION:**

**LAKEWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

**a Texas Non-Profit Corporation**

By:   
J. Kelly Gray, President

By:   
Cosmo Palmieri, Secretary

**OWNER: Lot 144 Cardinal Hills Unit 4**

**MHI PARTNERSHIP, LTD  
A TEXAS LIMITED PARTNERSHIP**

By: McGuyer Homebuilders, Inc.  
Its General Partner

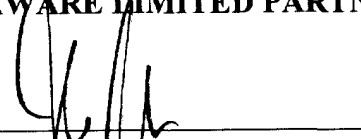
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER: Lot 145 Cardinal Hills Unit 4**

**WEEKLY HOMES, L.P.  
A DELAWARE LIMITED PARTNERSHIP**

By: 

Name: John A. Johnson

Title: President

**DECLARANT:**

**CARDINAL HILLS INVESTORS, LTD.**

**A Texas Limited Partnership**

**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By: \_\_\_\_\_  
J. Kelly Gray, President

**HOMEOWNERS ASSOCIATION:**

**LAKWAY VIEW HOMEOWNERS  
ASSOCIATION, INC.**

**a Texas Non-Profit Corporation**

By: \_\_\_\_\_  
J. Kelly Gray, President

By: \_\_\_\_\_  
Cosmo Palmieri, Secretary

**OWNER: Lot 144 Cardinal Hills Unit 4**

**MHI PARTNERSHIP, LTD  
A TEXAS LIMITED PARTNERSHIP**

By: McGuyer Homebuilders, Inc.  
Its General Partner

By: 

Name: Michael K. Love, President  
McGuyer Homebuilders, Inc., Sole  
Title: General Partner of MHI Partnership, Ltd.

**OWNER: Lot 145 Cardinal Hills Unit 4**

**WEEKLY HOMES, L.P.  
A DELAWARE LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**OWNER: Lot 141 Cardinal Hills Unit 5**

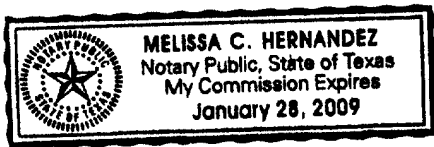
BLAKE A. RUE

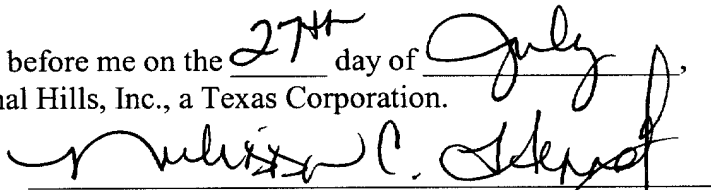
  
Blake A. Rue

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2005, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



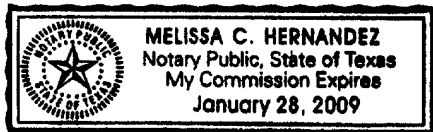
  
Notary Public in and for The State of Texas  
MELISSA C. HERNANDEZ  
Printed Name

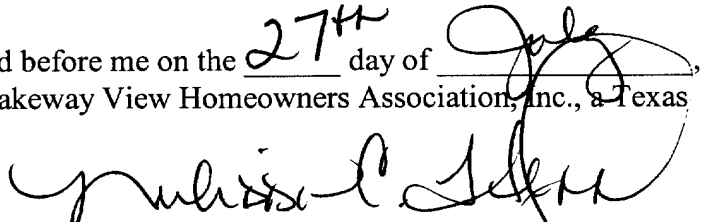
My Commission Expires:  
01/28/2009

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2005, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



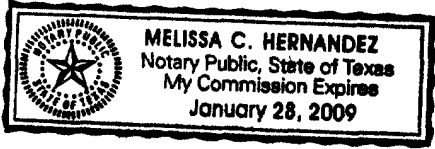
  
Notary Public in and for The State of Texas  
MELISSA C. HERNANDEZ  
Printed Name

My Commission Expires:  
01/28/2009

ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2005, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



*Melissa C. Hernandez*

Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ

Printed Name

My Commission Expires:  
01/28/2009

ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, \_\_\_\_\_ of McGuyer Homebuilders, Inc., General Partner of MHI Partnership, LTD.

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Printed Name

My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**        §  
                                     §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.

\_\_\_\_\_  
Notary Public in and for The State of Texas

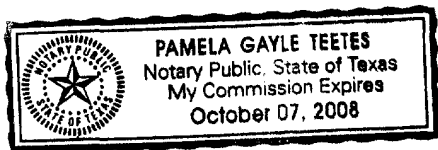
\_\_\_\_\_  
Printed Name

My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**        §  
                                     §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on the 3 day of August, 2005, by Michael K. Love, General Manager of McGuyer Homebuilders, Inc., General Partner of MHI Partnership, LTD.



Pamela Gayle Teetes  
Notary Public in and for The State of Texas

Pamela Gayle Teetes  
Printed Name

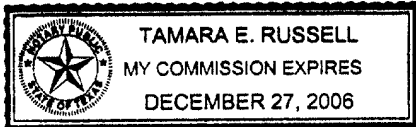
My Commission Expires:

October 7, 2008

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26<sup>th</sup> day of July, 2005, by John A. Johnson, President of Weekly Homes, L.P.



Tamara E Russell  
Notary Public in and for The State of Texas

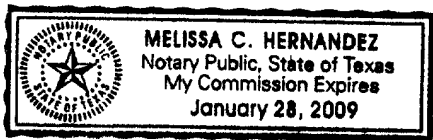
Tamara E Russell  
Printed Name

My Commission Expires:  
12/27/06

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2005, by Blake A. Rue.



Melissa C. Hernandez  
Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ  
Printed Name

My Commission Expires:  
01/28/2009

## EXHIBIT "A"

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 82, 83, 86, 87 CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**Tract Three:** Lots, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 127, 128, 129, 130, 131, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147 CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas.

**Tract Four:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 39, 40, 41, 42, 43, 44, 45, 46, 47, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104 CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas.

**Tract Five:** Lots 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, 114, 115, 117, 118, 119, 120, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 138, 139, 140, 141 CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas.

Please return to:

Lakeway View HOA  
P.O. Box 341180  
Austin, Texas 78734

RETURN TO:  
Alamo Title Company  
11420 Bee Caves Rd., A-100  
Austin, Texas 78738

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Aug 11 04:37 PM 2005147680

WILLIAMS \$32.25

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



**SIXTH AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

**STATE OF TEXAS §  
COUNTY OF TRAVIS §**

**KNOW ALL MEN BY THESE PRESENTS:**

6

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and developer of several lots in The Preserve at Lakeway aka CARDINAL HILLS UNIT 6 a subdivision located in the City of Lakeway, Travis County, Texas (the "Property") according to the map or plat of record in Volume 51, Page 94, Plat Records of Travis County, Texas and RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, attached as Exhibit "A",

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, the DECLARANT filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004022260, Official Public Records of Travis County, Texas (THIRD AMENDMENT)

WHEREAS, the DECLARANT filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004121862, Official Public Records of Travis County, Texas (FOURTH AMENDMENT)

WHEREAS, the DECLARANT filed a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005147680, Official Public Records of Travis County, Texas (FIFTH AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association; and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

WHEREAS, the DECLARANT owns lot 71 Cardinal Hills Unit 6 and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. Owner hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 71 Cardinal Hills Unit 6

WHEREAS, the Owner of Lot 58 Cardinal Hills Unit 5 (Palmieri) hereby consents and desires to have such property covered by the RESTRICTIONS and desires to convey such property subject to all of the covenants, conditions, restrictions and provisions in the Declaration. Owner hereby adopts and establishes the Declaration uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of Lot 58 Cardinal Hills Unit 5.

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

A. Exhibit A filed in the FIFTH AMENDMENT is hereby amended adding Lot 71 Cardinal Hills Unit 6 and Lot 58 Cardinal Hills Unit 5 as additional property covered by the RESTRICTIONS. The amended Exhibit A is hereby attached.

B. Article I Section 1.02 and 1.04 and Article III Section 3.10 (A) shall be amended and replaced to read as follows:

1.02 Articles. "Articles" shall mean the Articles of Incorporation of Lakeway View Homeowners Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.04 Association. "Association" shall mean and refer to Lakeway View Homeowners Association, Inc.

3.10 Violation of Declaration, Bylaws or Rules.

(A) A violation by an Owner, his family, guests, lessees or licensees, of The Lakeway View Residential Restrictions, Bylaws of Lakeway View Homeowners Association, Inc. or Rules promulgated by the Board of Directors shall authorize the Board to avail itself of any one or more of the following remedies:



Executed this 11<sup>th</sup> day of October, 2005.

**DECLARANT:**

**HOMEOWNERS ASSOCIATION:**

**CARDINAL HILLS INVESTORS, LTD.**

**LAKEWAY VIEW HOMEOWNERS ASSOCIATION, INC.**

**A Texas Limited Partnership**

**a Texas Non-Profit Corporation**

By: **Cardinal Hill, Inc.**  
**A Texas Corporation**  
**Sole General Partner**

By: [Signature]  
J. Kelly Gray, President

By: [Signature]  
J. Kelly Gray, President

By: [Signature]  
Cosmo Palmieri, Secretary

**OWNER: Lot 58 Cardinal Hills Unit 5**

Cosmo Palmieri

[Signature]  
Cosmo Palmieri

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the 11<sup>th</sup> day of October, 2005, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



[Signature]  
Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ  
Printed Name

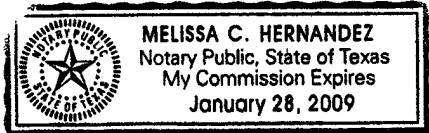
My Commission Expires:  
01/28/2009

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11<sup>th</sup> day of October, 2005, by J. Kelly Gray, President of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



*Melissa C. Hernandez*

Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ

Printed Name

My Commission Expires:

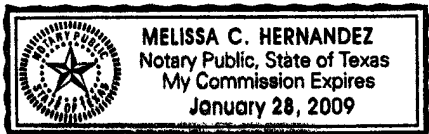
01/28/2009

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11<sup>th</sup> day of October, 2005, by Cosmo Palmieri, Secretary of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



*Melissa C. Hernandez*

Notary Public in and for The State of Texas

MELISSA C. HERNANDEZ

Printed Name

My Commission Expires:

01/28/2009

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the 11<sup>th</sup> day of October, 2005, by Cosmo Palmieri.



*Melissa C. Hernandez*  
\_\_\_\_\_  
Notary Public in and for The State of Texas  
MELISSA C. HERNANDEZ  
\_\_\_\_\_  
Printed Name

My Commission Expires:  
01/28/2009

RETURN TO:  
Alamo Title Company  
11420 Bee Caves Rd., A-100  
Austin, Texas 78738

## EXHIBIT "A"

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 82, 83, 86, 87 CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

**Tract Two:** Lots 45A, 45B, 45C, 63A, 63B, 63C, RESUBDIVISION OF LOTS 45 AND 63, CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 200200251, Plat Records of Travis County, Texas.

**Tract Three:** Lots, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 127, 128, 129, 130, 131, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147 CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas.

**Tract Four:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 39, 40, 41, 42, 43, 44, 45, 46, 47, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104 CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas.

**Tract Five:** Lots 11, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, 114, 115, 117, 118, 119, 120, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 138, 139, 140, 141 CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Oct 19 08:56 AM 2005194838

KNOWLESR \$36.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**NINTH AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE PRESERVE AT LAKEWAY**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, Cardinal Hills Investors Ltd., a Texas Limited Partnership, hereinafter called the DECLARANT, is the owner and/or developer of certain lots in The Preserve at Lakeway aka CARDINAL HILLS, UNIT 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 20, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 19, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas, and CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas and CARDINAL HILLS, UNIT 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 95, Plat Records of Travis County, Texas attached as Exhibit "A",

WHEREAS, the DECLARANT filed a Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003198578, Official Public Records of Travis County, Texas (DECLARATION)

WHEREAS, the DECLARANT filed a First Correction to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003239964, Official Public Records of Travis County, Texas (FIRST CORRECTION)

WHEREAS, the DECLARANT filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2003264145, Official Public Records of Travis County, Texas (FIRST AMENDMENT)

WHEREAS, the DECLARANT filed a Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004005248, Official Public Records of Travis County, Texas (SECOND AMENDMENT)

WHEREAS, the DECLARANT filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004022260, Official Public Records of Travis County, Texas (THIRD AMENDMENT)

WHEREAS, the DECLARANT filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2004121862, Official Public Records of Travis County, Texas (FOURTH AMENDMENT)

WHEREAS, the DECLARANT filed a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005147680, Official Public Records of Travis County, Texas (FIFTH AMENDMENT)

WHEREAS, the DECLARANT filed a Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005194838, Official Public Records of Travis County, Texas (SIXTH AMENDMENT)

WHEREAS, the DECLARANT filed a Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2005226490, Official Public Records of Travis County, Texas (SEVENTH AMENDMENT)

WHEREAS, the DECLARANT filed a Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for The Preserve at Lakeway, Document No. 2007058116, Official Public Records of Travis County, Texas (EIGHTH AMENDMENT)

WHEREAS, pursuant to Article IX, Section 9.02 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes in the Association; and

WHEREAS, the undersigned President and Secretary of the Lakeway View Homeowners Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

WHEREAS, the DECLARANT wishes to amend the DECLARATION pertaining to those certain lots as described in Exhibit A.

NOW THEREFORE, the DECLARANT hereby amends the Declaration as follows:

- A. Exhibit A filed in the EIGHTH AMENDMENT is hereby amended adding Lot 18 Cardinal Hills Unit 7 as additional property covered by the RESTRICTIONS. The amended Exhibit A is hereby attached.

Executed this 6<sup>th</sup> day of May, 2014.

**[Rest of the Page is Intentionally Blank]**

**DECLARANT:**

**CARDINAL HILLS INVESTORS, LTD.  
A Texas Limited Partnership**

**By: Cardinal Hill, Inc.  
A Texas Corporation  
Sole General Partner**

By: [Signature]  
Kelly Gray

**HOMEOWNERS ASSOCIATION:**

**LAKEWAY VIEW HOMEOWNERS  
ASSOCIATION, INC.  
a Texas Non-Profit Corporation**

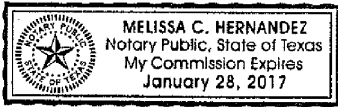
By: [Signature]

By: [Signature]

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of April, 2014, by J. Kelly Gray, President of Cardinal Hills, Inc., a Texas Corporation.



[Signature]  
Notary Public in and for The State of Texas  
MELISSA C HERNANDEZ  
Printed Name

My Commission Expires:  
01/28/2017

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6 day of May, 2014, by Cosmo Palmeri of the Lakeway View Homeowners Association, Inc., a Texas Non-Profit Corporation.



[Signature]  
Notary Public in and for The State of Texas  
Sarah Green  
Printed Name

My Commission Expires:  
7/23/14

ACKNOWLEDGEMENT

STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 6 day of May, 2014,  
by John Kevin Norman, of the Lakeway View Homeowners Association, Inc., a Texas  
Non-Profit Corporation.



  
\_\_\_\_\_  
Notary Public in and for The State of Texas

Sarah Green  
\_\_\_\_\_  
Printed Name

My Commission Expires:  
7/23/15



**EXHIBIT "A"**

**Tract One:** Lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 82, 83, 86, 87 CARDINAL HILLS, UNIT 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.

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**Tract Six:** Lots 12, 18, 26, 27 CARDINAL HILLS, UNIT 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 51, Page 94, Plat Records of Travis County, Texas.



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

May 12 2014 02:59 PM

FEE: \$ 42.00 2014067836