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RESTATED DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR TRAVIS SETTLEMENT

The Declaration of Easements, Covenants, and Restrictions for Travis Settlement ("Declaration") was first recorded in Volume 11712, Page 852, Real Property Records of Travis County, Texas.

The Declaration was re-recorded in Vol, 11839, Page 2458, and amended by documents recorded at Vol, 11950, Page 2535, Vol, 12703, Page 2060, Vol, 11816, Page 907, Vol, 13309, Page 131, Vol, 13625, Page 33, Real Property Records and 1999017592, 1999052171, 2001120963, 2005000009, 2005114737, 2005200950, 2006056900, 2006184091, 2006237374, and 2007225688, Official Public Records, all of Travis County, Texas.

Set forth below is a restatement of the Declaration that incorporates all amendments previously adopted and recorded and consolidates them into a single document. This restated Declaration completely replaces all previously-recorded Declarations and amendments thereto, excepting legal descriptions of property governed by the Declaration. (For legal descriptions, see previously-recorded documents). This document does not make any additional amendments or changes (other than this preamble) to the Declaration

DEFINITION OF TRACT

One or more lots subject to the terms of the Declaration and held by a common owner of record, whether or not conveyed in the same instrument.

A. LAND USE

1 All Lots and Tracts in Travis Settlement shall be used, improved and devoted exclusively for residential purposes, except for Lot 382 and those lots fronting Highway 71. Nothing in this restriction is intended to prohibit the owner of a lot or lots from using the property for business or commercial activities so long as the general public is not invited to the premises. No signs shall be placed in any part of those residential lots indicating a commercial or non-residential use thereof.

2 Any person owning five or more contiguous acres of land may have animals as hereinafter defined. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses, chickens, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels are not permitted, except animals for 4-H and FFA purposes. If any member of any owner's family is under the age of nineteen (19) and is a bona fide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure, (2) the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the lot upon completion of the competition or club project. Chickens, guinea fowl and pea fowl shall be permitted provided their number is limited to three (3) per acre. Shelter for these animals may not be visible from the road and must be a minimum of fifty feet (50) from the side property line, and neatly maintained. A maximum of two (2) dogs per lot shall be permitted. Exotic Game shall be allowed upon the property, with the exception of those that would affect the health, safety, and/or welfare of any of the land owners within the subdivision. Any and all animals, including household pets, require appropriate

fencing to confine them to their lot. No animal shall be permitted until this appropriate fencing is completed. Any person owning less than five (5) contiguous acres is prohibited from having any animals other than common household pets, but no more than 2 dogs.

3 No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.

4 No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5 No firearms or fireworks shall be discharged on property. Bow hunting shall be permitted on tracts containing 15 or more contiguous acres or on portions of land containing at least 15 contiguous acres of adjoining property whose owners have consented to such use.

6 No residence shall be erected on any part of said property or building site having less than 1850 square feet of floor space livable area in main building with one-half (1/2) thereof of masonry construction, with the exception of log homes which will not require one-half (1/2) of masonry construction. The connection of two separate structures with a breezeway, wall or any other type construction other than an enclosed heated and cooled space does not constitute one structure.

7 All buildings erected on the premises shall be of new construction and materials. No buildings or portion of buildings of old materials may be moved into said subdivision.

8 It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. No metal walls or walls of temporary sheeting will be allowed. The entire exterior walls of all dwelling units or other buildings hereafter constructed must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood, that by the use of the word "completed," it is also meant the finishing of all such exterior walls.

9 No more than one residence shall be erected per each 1.5 acres. The following Lots have been granted a Variance to build one residence on less than 1.5 acres: Lot 368 Noon Day Cove, Lot 349 Auger Lane, Lot 376 Auger Lane, Lot 329 Bee Creek Rd, Lot 360 Auger Cove, Lot 357 Skillet Cove.

10 No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body, all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if any individual regulatory body requires separate inspection and certification, otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.

11 No tents, campers or trailers shall be used on any of the property for residential purposes, on a temporary or permanent basis. No pre-manufactured, modular, trailer or any other structure not built on the site shall be permitted.

12 All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in containers. Trash containers must be removed from the roadway by 8:00 AM the following day after trash

pickup.

13 No structures used for storage purposes shall be erected or placed upon any parcel in an area where they are visible from any roadway at any time. All such structures shall be neatly maintained.

14 No re-subdivision of any tract to contain less than 1.5 acres shall be permitted except that this restriction shall not apply to any tract acquired by the Veterans Land Board of the State of Texas.

15 All driveways shall be constructed to contain crushed granite or a higher grade material. Caliche and/or dirt driveways are prohibited.

16 Because of the narrow roads in some areas of the subdivision, for safety reasons and to avoid deterioration of drainage areas, no vehicles are to remain on any roadway, roadway shoulder, or roadway easement for more than 24 hours.

17 All future electrical and telephone service shall be installed underground unless the property has frontage on Bee Creek Road, in such case service may be installed overhead. The overhead service may only serve the lot that has Bee Creek frontage.

18 All lots fronting Highway 71 shall be restricted from constructing and operating the following types of business or use:

- A Any business which sells, serves, or allows alcoholic beverages to be consumed on premises,
- B Any business which sells, promotes, or allows nudity, profanity, or sexual material on premises,
- C Massage Parlors,
- D Pawn Shops,
- E Any business that in the sole discretion of the Board could create any dangerous, injurious, noxious, or otherwise objectionable noise, glare, smoke, dust, or other form of air pollution, liquid or solid refuse or waste, or other substance as to affect any use within the vicinity, or
- F Any business that does not conduct all of the activities of the business on the inside of an enclosed building.

19 A Property Owner who is having any type of construction activities performed on his property is responsible to keep his property neat and clean and to contain construction debris from blowing onto adjoining properties or roadways. Burning of construction debris is not allowed.

20 A Property Owner who is having any type of construction activities performed on his property shall take any necessary precautions to prevent damage to the Common Area (including any roads) caused by construction companies, workmen, suppliers, or other such service companies working on or delivering materials to or removing materials from the work site. Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or other such service companies and the Association shall have the right to repair such damage, in which event the cost of repair shall be a liability of the Owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage. The Association may collect this liability in the same manner as and with the same rights as those it has regarding assessment collections.

21 No residential lot may contain any type of signs, except for a standard Realtor type

property for sale sign no greater than 24" x 36". Each lot is allowed only one sign unless the lot is a corner lot and thus allowed 2 signs, one at each road frontage.

22 There may be no interference with the established drainage patterns over any of the Subdivision unless adequate provision is made for proper drainage and approved by the Architectural Control Committee.

B. EASEMENTS

Easement for installation and maintenance of utilities and drainage facilities are located in the 60 ft right of ways shown on the plat of the subdivision and a 5' easement along all of the property lines of each tract, except for the common side lot lines of contiguous lots owned by one owner. Within these easements, no structure or other material shall be placed or permitted to remain which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstructions or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, buried sanitary sewer lines, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated to the conveyance out of Owner.

C. LANDOWNERS' AGREEMENT

At such time as seventy five percent (75%) of the residential lots have been sold and conveyed by Declarant, a Property Owners Association shall be created to be made up of the owners of the property within TRAVIS SETTLEMENT (the Subdivision). A governing Board of at least three directors shall be appointed by the Declarant to initially govern the Association. At the first annual meeting following the association formation, the members shall elect one non-declarant member director and the Declarant shall appoint two directors. All directors shall serve for a term of three years. When the Declarant control period ceases, Board members shall be elected by Association members on a staggered basis in accordance with the bylaws.

The Board of Directors shall have authority to appoint an Architectural Control Committee and any other committee it deems appropriate. Such committee members shall serve at the pleasure of the Board.

In order to provide for the installation, operation, repair, and maintenance of any common area within the subdivision (hereinafter referred to as "common areas"), Declarant, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Declarant and Declarant's successors and assigns, as follows:

Upon the formation of the Property Owners Association, Declarant shall deed to the Property Owners Association Lot 304, TRAVIS SETTLEMENT and all land underneath the LCRA Power Line and to the north thereof, for usage by all owners as a park area, and all of the roadways within the subdivision, all of which shall be "common areas" as hereinafter defined.

At any time and from time to time as any of the common areas in the subdivision are not being maintained by Travis County, a city, or other type of taxing authority within which the subdivision is

located, Declarant may convey such common areas to a nonprofit corporation, or other organization, formed by Declarant for the purpose of owning, maintaining, operating and repairing the common areas (the "Association") which shall have such supervisory authority to provide for the property maintenance, repairs and operation of the common areas as may be appropriate to the subdivision. The Association shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said common areas are operated, maintained and repaired, or for failure to operate, maintain or repair such common areas.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to any may not be separated from, ownership of a tract.

Members shall be all Tract owners and the Declarant, and shall be entitled to one vote for each tract owned regardless of acreage. An acre shall be considered as "owned" when legal, record title thereto has been transferred from Declarant to a third party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves, provided, however, in no event shall more than one vote be cast with respect to any tract owner.

Additional property and common areas may be annexed to or associated with the subdivision at any time by the Declarant or by a 67% vote of the members of the Association eligible to vote.

Assessments for Common Expenses All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses Common Assessments for the estimated Common Expenses are set annually by the Board and shall be due annually or in monthly or other periodic payments as determined by the Board. The Board may establish late charges for any overdue amounts.

Purpose of Assessments The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare, and recreation of the Owners of the Lots, and in particular for the improvement, maintenance, operation, administration, and preservation of the Project.

Determination of Assessments The assessments to be paid by all of the Owners shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Assessments shall not be increased more than 20% over the previous years assessment without a majority vote of the membership of the Association. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovation, trash collections, wages, water charges, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period, and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any calendar year shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments.

Utilities Each Owner shall pay for his own utilities.

Owner Obligation for Assessments and Mid-Year Alterations of Assessments All Owners shall be personally obligated to pay the Common Assessments imposed with respect to his Tract by the Association to meet the Common Expenses. Common Assessments shall be equally assessed upon each

Tract.

If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of a majority vote of the Owners present in person or by proxy at the meeting, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established under the preceding paragraphs. However, while Declarant maintains Declarant control, Declarant shall have the right to increase or decrease assessments without the necessity of Association member vote.

Special Assessments for Improvements In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Assessment or Assessments applicable to that calendar year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements or Areas or any other areas for which the Association has maintenance responsibility. Such special assessment may be for the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Board of Directors may consider appropriate and for the common benefit of all of the Owners.

Such special assessment shall be equally assessed upon each Tract, provided however, that no such special assessment shall become effective until the same has received the affirmative vote of at least a majority of the total voting interests that vote, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the bylaws of the Association regarding notices of special meetings. At any such meeting the membership may, by the required affirmative vote aforesaid, amend or modify any such special Common Assessment proposed by the Board of Directors. The pro-rata part and share of each Owner of any such special Common Assessment shall be due and payable as provided in the resolution adopting or approving any such special Common Assessment. However, Declarant shall have the authority to issue a special assessment without the necessity of Association-wide vote.

Commencement of Assessments The regular Common Assessments shall be due on the first day of each calendar month or at such other time as determined by the Board. The assessments shall be prorated if the ownership of the Tract commences on a day other than the first day of a calendar month. The Board shall fix the amount of the regular Common Assessments applicable to the Tracts at least 30 days prior to January 1st of each year.

No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Tract. The assessments hereby imposed shall not apply to Declarant, or to any Tract to which Declarant owns both the record and beneficial title.

Neither Declarant nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any part.

The Declarant or the Association may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgment of

Declarant or the Association, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of Declarant or the Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto Declarant or the Association an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (VTCA Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby.

Said liens and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency, or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs in constructing dwellings or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien hereto granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Declarant or the Association, with respect thereto. The Declarant or the Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veterans Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge. However, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

In addition to the "common areas" the Association may own and/or operate, any utility service (including by way of example but not limitation, water, gas, sewage, and electricity) which is available for use by any tract within the subdivision, and it shall not be necessary for any such utility service to be limited only to the subdivision and may serve other property located without the subdivision. If the Association should become the owner and/or operator of any such utility service, then the Association may create and collect such installation fees, tap fees, service fees and similar fees from each user thereof in such amounts and at such times as deemed necessary or desirable by the Association, provided, however, the Maintenance Fund herein created shall not be used for the common areas as herein described. Further the availability of any such utility service to any lot within the subdivision shall be subject to and conditioned upon the owner of each such lot complying with the rules and regulations of the Association and the payment of any such fees in regard to such utility service.

Any person negligently or willfully damaging or destroying all or any portion of the common

areas shall be responsible to Declarant or the Association for damages, and the Declarant or the Association shall use any funds collected by claim, lawsuit, or settlement agreements arising out of such damage or destruction, to repair such damage or destruction, to the extent of such funds

Association shall have, and it is hereby granted, the full right, power, and authority to dedicate and/or convey all of its rights titles and interest in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city, Travis County or a public district having such powers. All references to Association shall apply with equal tome and effect to any predecessor or successor in interest to Association.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

1 Prior to the commencement of any construction of any Improvement (including but not limited to any structure, building, fence, or driveway) in the Subdivision or any portion thereof, the Plans, Specifications, and Material samples therefor must be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans, Specifications, and Material samples in writing.

Material samples and two copies of all plans and specifications shall be submitted to the Property Management Company and such submittals shall be stamped upon receipt by the Property Management Company, which shall be designated as the official receipt date. A sample of each building material proposed for the exterior of a structure that clearly depicts color and texture must be submitted to the Architectural Control Committee for approval.

The Architectural Control Committee may request such other information as it deems proper in order to evaluate the proposed project. The Architectural Control Committee may postpone review of all Plans and Specifications submitted for approval, until receipt of requested information. The Architectural Control Committee may adopt additional procedural and substantive rules, not in conflict with this Declaration, as deemed necessary in the Committee's discretion for performance of their duties. Persons wishing to make submittals should contact the property management company for a copy of additional rules.

The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications, and in the event that any construction work is proceeding otherwise than in compliance with the Restrictions and the approved Plans and Specifications, the Architectural Control Committee shall have the authority to issue a directive to the Owner of the Lot upon which the construction is proceeding to cease all construction work and to immediately commence such curative action as may be necessary to bring the construction work into compliance with the Restrictions and/or approved Plans and Specifications. In the event of a failure of the Owner to comply with such directive, the Architectural Control Committee shall, in addition to all other available remedies, have the right to enforce such directive by seeking injunctive relief.

The Architectural Control Committee shall have the right to impose limitations on driveway design, including materials, location, and point of contact with roads or private driveways within and surrounding the Subdivision.

The Architectural Control Committee must approve or deny an application within 60 days of its receipt of all required information. If the Committee fails to provide a response within 60 days of its receipt of all required information, the project shall be deemed approved as submitted. A submitting

homeowner may request from the Committee confirmation that the Committee has received all of the required information. The Committee shall respond within 10 days of this request, and if the Committee has not received all required information, such response shall include a list of items that are lacking. The Committee may in its sole discretion approve, deny, or conditionally approve submittals.

A Property Owner may appeal any decision of the Architectural Control Committee to the Board within 10 days after the Owner receives notice about the final decision by the Architectural Control Committee. The appeal must be in writing and include substantial information relating to reasons for overturning the Committee's decision. On appeal, the Board shall make the final decision.

2 All fences on boundary lines fronting any subdivision roads shall be submitted for approval, the specifications of which shall be detailed by the Architectural Control Committee. In any event, no wire fences, barbed or otherwise shall be permitted along the subdivision roadways.

3 All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least 1850 square feet.

4 Notwithstanding any language to the contrary herein, Property Owners who are not current with their Property Owner Association dues or other amounts owing the Association will automatically receive a non-approval for submitted Plans, Specifications, and Material Samples for any proposed improvements.

5 Non-residential lots fronting Highway 71 are restricted to one exterior sign per building and such sign shall not be greater than 32 square feet overall. No sign shall contain, utilize, or simulate flashing, blinking, intermittent, or moving light for source(s) of illumination, and no sign shall be located within any common area or above any roof line. All signs must be appropriate for the area and be approved by the Architectural Control Committee.

6 Any addition or modification to an existing residential or non-residential structure must be approved by the Architectural Control Committee and conform to the current Restrictions and Declaration.

7 Pursuant to purchasing property, buyers should evaluate the site for waste water, water wells, roadways, and building location in relation to setbacks and easements. The Committee shall have the power to grant variances to any architectural restrictions in this Section D or in its promulgated rules or guidelines, but such will be granted only in extreme cases and must be granted in writing.

E. BUILDING SET BACK LINES

1 Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway.

2 No building shall be located on any lot or tract less than one hundred feet from front property line, unless approved by the Architectural Control Committee. No structure shall be located nearer than fifty (50) feet to any side street. Storage and outbuildings (excluding garages) must not be visible from any roadway. Barns must be approved by the Architectural Control Committee prior to construction.

3 No campers, buses, boats, trailers, farm equipment, implements or recreational vehicles of any type shall be permitted if visible from any roadway. No structure other than fencing shall be

permitted closer than twenty-five (25) feet from any side property line, except for the common lot lines of two or more contiguous lots owned by one owner, with the following exceptions:

A Upon the following lots in TRAVIS SETTLEMENT SECTION SEVEN, no structure other than fencing shall be permitted closer than twelve (12) feet from any side property line Lot 385, Lot 386, Lot 389, Lot 390, Lot 391, and Lot 392

B Upon the following lots in TRAVIS SETTLEMENT SECTION SEVEN, no structure other than fencing shall be permitted closer than fifteen (15) feet from any side property line Lot 384 and Lot 393

4 No water storage tank shall be permitted if visible from any roadway.

F. MISCELLANEOUS

1 If, through error or oversight or mistake, any owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitation and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way effect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

2 Declarant hereby retains the right, in the furtherance of the uniform plan for the development of such property to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property imposed by this instrument, provided he, in the exercise of his best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such property, save trees or utilize a better building site. Declarant hereby retains the exclusive right to amend the Bylaws of the Association for the duration of its time as Declarant (until the Declarant sells its last lot).

3 The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Travis County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.

4 The restrictive covenants and use limitations herein published and impressed on all parcels of land shall be binding on all of the owners' parcels or portions of land for a period of 20 years. After 20 years, this Declaration and all provisions herein, including all amendments thereto, shall automatically renew for successive periods of 10 years. A vote of 67% of all owners entitled to vote is required to amend this Declaration. The Declarant, during the Declarant control, may also amend this Declaration unilaterally. Notwithstanding the above, the Board of Directors may amend the Declaration for the purposes of correcting typographical errors, complying with VA, HUD, or other such requirements, or correcting or restating the legal description of property governed by this document.

5 It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

6 All Declarant rights shall expire (1) after December 31, 2008. Declarant reserves the right to terminate Declarant power and control at any time.

7 The Association shall be professionally managed by a third party manager or management company. If a management agreement is terminated, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of the old management agreement.

8 It is the obligation of the Property Owner of non-residential property to inform the Architectural Control Committee in any changes of ownership, lease, or intended use of the property. In the event a change in ownership, lease or intended use of a non-residential property occurs, the current Amendments to the Declaration will apply to the new Property Owner or new Lessor.

9 Neither the Board of Directors, Architectural Control Committee, Rules Committee, nor any member thereof, is liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of Board of Directors, Architectural Control Committee, or Rules Committee duties under this Declaration unless due to the willful misconduct or bad faith of the Board of Directors, Architectural Control Committee, Rules Committee, or its members.

10 Items presented to the Architectural Control and Rules Committee shall be decided by a majority vote of the Committee Members and each Committee Member shall be entitled to one vote. The Architectural Control and Rules Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of the majority of all of the members of the Committee taken with or without a meeting shall constitute an act of the Committee.

11 No charge for maintenance of roadways may be assessed against any Tract on the north side of Bee Creek Road.

12. The Board shall have the power to, on a one-time basis only, assess without the necessity of vote of the membership a Special Assessment not to exceed \$400 per Tract in order to fund road maintenance costs. The Board may by majority vote adopt this Special Assessment and any such assessment must be assessed to the appropriate Tract owners (excluding those exempted from road maintenance charges by Section F, paragraph 11---those tracts north of Bee Creek Road). Any such special assessment shall be treated as a Special Assessment as described in Section C of the Declaration for all purposes, including collection purposes.

Restated and consolidated in December, 2015.

By Michael S. Clark
Printed name MICHAEL S. CLARK
Title VP TSHOA

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21st day of December, 2015, by Michael Clark, as VP, TSHOA of Travis Settlement Home-Owners Association, a corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

[Signature]
Notary Public for the State of Texas

AFTER RECORDING, RETURN TO:

Arnold and Associates
406 Sterzing St.
Austin, Texas, 78704



SEAL

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.

✓
Return:

TRAVIS SETTLEMENT HOA
220 LINK DR
KINGSLAND TX 78639

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 21, 2015 11:33 AM 2015200331

BARTHOLOMEWD: \$70.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS