

STATE OF TEXAS



DECLAR 2005133941

5 PGS

COUNTY OF TRAVIS

**Amendment to Declaration of Covenants, Conditions and Restrictions
for the Estate of Shady Hollow (formerly known as Shady Hollow Estates)
2005**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Shady Hollow Estates (now known as the Estates of Shady Hollow) was recorded in Volume 8545, Page 673 of the Deed Records of Travis County, Texas, and amended by documents including those recorded in Volume 11604, Page 41 and Volume 11675 Page 831, of the Real Property Records of Travis County, Texas; and Document No. 2002024634 and 2004187451 of the Official Public Records of Travis County, Texas. (These documents, with all subsequent amendments, are referred to as the "Declaration"), and

WHEREAS the Declaration contains procedures for amendment of the Declaration by the homeowners association members, and those procedures have been met. The Declaration is hereby amended as follows:

1. Article I, subparagraph (g), is hereby deleted and the subsequent subparagraphs are renumbered accordingly.
2. Article II, Section 2 (c) is amended to delete the words "SHP or".
3. Article III, Section 1 is amended to delete the last sentence, which begins with: "SHP's title to any utility lines..."
4. Article III, Section 2 is amended to delete the first reference to "SHP" (the first word of the paragraph) and in its place substitute "The Association", so the Association now reserves the right to dedicate, convey, or otherwise create easements. The section is further amended to delete the subsequent reference to "SHP or" at the end of the last sentence of this section.
5. Article III, Section 3 is amended to delete the phrase ", SHP," and insert in its stead "and", so the sentence now reads: "An easement is hereby granted to the Association and to the ACC and their respected officers, agents, employees and management personnel to enter upon any Tract to render service or perform any of their respective functions hereunder.
6. Article III, Section 4 is amended to delete the reference to "SHP or".
7. Article V, Section 5 is deleted in its entirety and the subsequent sections renumbered accordingly.

8. Article VI, Section 2 is deleted in its entirety and replaced with the following language:

"Section 2. Composition of ACC. ACC shall be composed of five (5) persons appointed by the Board. Such appointment shall be for a period of two (2) years or, in the case of a member of the ACC who is not completing his term, the remainder of such term. Terms for ACC members shall be staggered so that in alternate years, the terms of three (3) members will expire with the terms of the other two (2) members expiring in the next year. The Board shall have the right to remove and replace any member of the ACC at any time, with or without cause. Each member of the ACC shall hold such position until his successor has been duly appointed. A vote of the majority of the members of the ACC shall be required for any action or decision of, and shall be sufficient to bind, the ACC. Any correspondence or other communication with the ACC can be addressed to the property manager retained by the Board and will be deemed received by the ACC on the date received by such property manager."

9. Article VII, Section 1 is amended to replace the comma after the word "purposes" in the third sentence with a period and delete the remaining language from this paragraph (so that the paragraph now ends with the words ", nor for any commercial or manufacturing purpose."). The phrase beginning with "except for the construction of any model homes" is deleted as is the rest of the language of Section 1 following such phrase.

10. Article VII, Section 6(b) is deleted in its entirety and replaced with the following language:

"(b) No owner shall remove any tree without the prior written consent of the ACC unless such tree has a caliper of less than six (6) inches when measured twelve (12) inches above the ground. In the case of a hardwood tree, consent of the ACC shall include the requirement that one or more replacement hardwood trees be planted such that the total caliper of the replacement trees, when measured twelve (12) inches above the ground, is at least equal to that of the removed tree."

11. Article VII, Section 7(a) is deleted in its entirety and replaced with the following language:

"(a) Screening. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Tract unless properly screened from view from any street by a fence of not more than eight (8) feet in height as approved in writing by the ACC. In addition, pool service equipment, lawn sprinkler equipment, trash containers, air conditioner units, foundations and, subject to the provision of Section 14 of this Article VII, satellite dishes shall all be properly screened from public view in a manner approved in writing by the ACC. Once the

written approval of the ACC has been so obtained, the screening required and approved by the ACC must continue to exist and be maintained in accordance with the requirements of Section 15 of this Article VII for so long as screening shall be required under the terms hereof.”

12. Article VII, Section 7(b) is amended by deleting the last sentence and replacing it with the following language:

“Further, all driveway aprons and approaches crossing any drainage easement along the front property line of any Tract shall be constructed in accordance with plans approved by the ACC.”

13. Article VII, Section 8 is amended to delete reference to “ACC” in the first sentence and in its place substitute “Board”, so that it is now the Board, not the ACC, which will have the exclusive and final determination as to nuisance activities.

14. Article VII, Section 9 is deleted in its entirety and replaced with the following language:

“Section 9. Temporary Structures. No temporary building or structures shall be installed or maintained on any Tract without the prior written approval of the ACC.”

15. Article VII, Section 12 is amended to amend the second sentence so as to delete the phrase “subject to rules and regulations adopted by the ACC” so that the sentence now reads in its entirety: “No more than a total of three (3) dogs and/or cats over the age of six (6) months shall be kept on or at any Tract.” The rest of the section remains unchanged.

16. Article VII, Section 13 is deleted in its entirety and replaced with the following language:

“Section 13. Signage. No sign of any kind shall be displayed to the public view on any Tract except each Owner may place one sign of not more than four (4) square feet on his Tract for the purposes of advertising such Tract for sale or rent.”

17. Article VII, Section 14 is deleted in its entirety and in its place the following language is substituted:

“Section 14. Antennas. Except with the written permission of the ACC, no owner may erect or maintain any direct broadcast satellite (DBS) antenna greater than one meter in diameter, nor any multi-channel, multi-point distribution service (MMDS) (wireless cable) antenna greater than one (1) meter in diameter. However, any DBS or MMDS antenna less than one (1) meter in diameter may only be placed on a Tract where unimpaired signal can be received and must be

screened from the view of any street, alley, park, common area, or other public area unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as television broadcast service antenna (TVBS) must be mounted in the attic of a residential structure unless prior written permission is received from the ACC.”

18. Article VII, Section 15 is amended to add a new subparagraph at the end of this section to read as follows:

“Each owner shall be responsible for maintaining all fences, walls, hedges, or similar structures on the Owner’s property. It shall be a violation of this Declaration to allow any portion of any such fence, wall, etc., (1) to be more than six (6) inches out of perpendicular alignment with its base when measured six (6) feet from the base, (2) to have missing, loose, or damaged parts, or (3) to have any symbols, writing or other graffiti not approved by the ACC as a decorative feature.”

19. Article VII, Section 21 is amended to delete all references to “the ACC”, so that it is only the Association (acting through its Board) that has the right of enforcement under Section 21.

20. Article VIII, Section 1 is amended to delete the second to last sentence, which begins with “Notwithstanding the foregoing...”.

21. Article VIII, Section 3 is deleted in its entirety and in its place the following language is substituted:

“Section 3. Resubdivision. No Tract shall be further subdivided or separated into smaller Tracts or parcels by any Owner.”

22. Article VIII, Section 4 is amended to delete the second and third words and the comma between, so that the first sentence reads: “The Association or any Owner (at such Owner’s expense) shall have the right to enforce...”. (The rest of the language remains unchanged.)

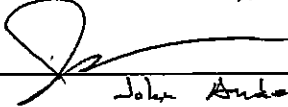
23. Article VIII, Section 4(a) is amended to delete the fourth sentence, which reads: “The Board of Directors may delegate to the Architectural Control Committee the authority to impose penalties on willful violators of the Covenants and Restrictions that the Architectural Control Committee has been charged to enforce.” (The rest of the paragraph remains unchanged.)

24. Article VIII, Section 5 is amended so that the heading in the first sentence will read as follows with the rest of the Section remaining unchanged:

“Section 5. Association and ACC Not liable for Damages. Neither the officers and directors of the Association nor members of the ACC shall be liable in damages to any Owner, to any lessee, tenant, or other occupant of any land or improvement covered by this Declaration or to anyone else in connection with the exercise or failure to exercise the powers, duties, and authorities set for in this Declaration, by reason of mistake in judgment, negligence or non-feasance.”

Executed this 22nd day of July, 2005.

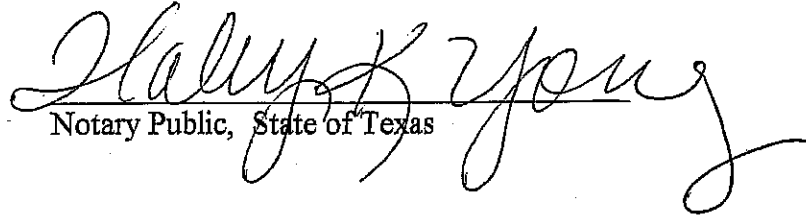
SHADY HOLLOW ESTATES COMMUNITY
ASSOCIATION (dba Estates of Shady Hollow
Homeowners Association), a Texas non-profit corporation

By: 
John Anderson
Title: President

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on July 22, 2005
by John Anderson, in the capacity stated above.




Notary Public, State of Texas

After recording, please return to:
Niemann & Niemann, LLP
Attn: Connie Heyer
1122 Colorado Street, Suite 313
Austin, Texas 78701

FileServer:CLIENTS:ShadyHollowEstates:amendment2005.doc

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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS