

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MOUNT BONNELL SHORES, SECTION TWO

COLORADO CROSSING, SECTION ONE

JAN 21-83 5918

3-07-0287

This Declaration, made on the date hereinafter set forth by MOUNT BONNELL SHORES, LTD., acting herein by and through its duly authorized Managing General Partner, MOUNT BONNELL SHORES DEVELOPMENT COMPANY, hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Travis County Texas, which is more particularly described as:

MT. BONNELL SHORES SECTION TWO, A Subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 80, Pages 325-327 of the Plat Records of Travis County, Texas

COLORADO CROSSING SECTION ONE, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas SAVE AND EXCEPT Lots 2, 3, 13 and 14 Block "A" and Lots 7, 8, 9 and 10 Block "B".

WHEREAS, Declarant desires to create thereon a planned residential community containing certain open spaces and other common facilities for the benefit of said community; and,

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

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create a Homeowner's Association to which should be delegated and assigned

---

NOTICE: THIS INSTRUMENT IS SUBJECT TO ARBITRATION UNDER THE TEXAS GENERAL ARBITRATION ACT, ARTICLES 224 THROUGH 238-6, REVISED CIVIL STATUTES OF TEXAS

---

the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

3-07-8288

NOW, THEREFORE, Declarant hereby declares that all of the properties described above SAVE AND EXCEPT Block "D" MOUNT BONNELL SHORES SECTION TWO, (which is specifically excluded herefrom) shall be held, sold and conveyed subject to the following easements, restrictions, covenant, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. "Association" shall mean and refer to the MOUNT BONNELL SHORES/COLORADO CROSSING HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot to a public purchaser is described as follows:

Lot 44, Block "E", MT. BONNELL SHORES SECTION TWO, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 80, Pages 325-327 of the Plat Records of Travis County, Texas

7968 . 937

Lot 8, Block "A", COLORADO CROSSING SECTION ONE, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas.

3-07-8289

Section 1.05. "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.06. "Declarant" shall mean and refer to MOUNT BONNELL SHORES, LTD. its successors, and assigns if such successors, or assigns should acquire all of MOUNT BONNELL SHORES LTD.S' interest in the Properties.

Section 1.07. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.08. "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in the Properties for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

Section 1.09. "Public Purchaser" shall mean the first person or entity other than the Declarant or a Builder who becomes an Owner of any lot within the Properties.

Section 1.10. "Single Family Residence" shall refer to a structure containing one (1) dwelling unit only and occupied by not more than one (1) family.

Section 1.11. "Family" shall mean either (a) persons related to each other by blood or marriage, or (b) individuals who live together as a single household and who may or may not be related by blood or marriage.

Section 1.12. "Board" shall refer to the Board of Directors of the Association.

Section 1.13. "Improvements", shall include, but shall not be limited to, the erection of any structure, including but not limited to, the addition to, or alteration of, any building, storage building, tool shed, kennel, boat dock, boat house or greenhouse; the erection of any fence; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any

driveway, walkway, entryway, patio or other similar item, ~~and the~~ <sup>3-07-8290</sup>  
alteration or replacement of any exterior surface, including the  
repainting of any painted surfaces and the painting of formerly  
unpainted surfaces.

Section 1.14. "Private Road" shall mean and refer to the  
Private Access easement existing over and across Lot 44, Block "E"  
MT. BONNELL SHORES SECTION TWO, as shown on the plat of such  
subdivision which private road is for the exclusive use of the  
present and future owners of Lots described in the deeds recorded in  
the Travis County Deed Records as follows: Volume 4048, Page 61;  
Volume 3541, Page 2024; Volume 2008, Page 85; Volume 1787, Page 501;  
Volume 2565, Page 401; Volume 1870, Page 132; Volume 3292, Page 193;  
Volume 1919, Page 165; Volume 6265, Page 1584; Volume 1788, Page 124;  
Volume 6508, Page 2297; and Volume 2602, Page 394. It is these  
tracts which are referred to in Paragraph 2 of the Deed from EMABEL  
LEAR EBY, ET AL to ANNCO, INC. dated 31 October, 1980, recorded in  
Volume 7172, Page 1746 of the Deed Records of Travis County, Texas as  
corrected in Volume 7522, Page 44 of the Deed Records of Travis  
County, Texas.

Section 1.15. "Plat" shall refer to the Plat of MT. BONNELL SHORES SECTION TWO subdivision, recorded in Book 80, Pages 325-327 of the Plat Records of Travis County, Texas, and the plat of COLORADO CROSSING SECTION ONE subdivision recorded in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas.

Section 1.16. "Declaration" shall mean and refer to this document as the same may from time to time be amended.

Section 1.17. "To record" shall mean to file for record in the office of the County Clerk of Travis County, Texas, in accordance with the laws of the State of Texas.

## ARTICLE II

### PROPERTY RIGHTS IN THE COMMON AREA

Section 2.01 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

7968 939



3-87-8291

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members and the governing body of such public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer has been recorded.

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

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

(f) the right of the Association to contract for services with third parties on such terms as the Association may determine to be in the best interests of the Association.

Section 2.02 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on such Owner's Lot.

ARTICLE III

3-07-8292

MEMBERSHIP AND VOTING RIGHTS

Section 3.01 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on December 31, 1986.

Section 3.03. The following rules shall apply to Builders and Builder's rights in, and duties to, the Association:

(a) A Builder will have no vote in the affairs of the Association.

*Builder*  
(b) From the first day of the month next following the date a Builder signs a contract with Declarant to purchase a Lot in the Properties, the Builder shall pay to the Association for each such Lot the same assessment as that paid by the Class B member.

(c) Until a deed is delivered by Declarant conveying legal title to a lot to a Builder, the Declarant shall have and exercise four (4) votes for each such Lot.

7968

941

ARTICLE IV

3-07-8293

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, except those exempt under Section 4.10, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The obligation to pay such assessments being part of the purchase price of each lot when sold to an Owner, an express Vendor's Lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association, each such lien to be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such lot as provided above.

Section 4.03 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Class A Member assessment shall be Four Hundred Eighty and No/100 Dollars Dollars (\$480.00) per year per lot, payable monthly in advance at the rate of Forty and No/100 Dollars

3-07-8294

(\$40.00) per month. The maximum annual assessment for the Class B Member shall be twenty-five percent (25%) of the assessment levied on Class A membership for each unsold, platted lot. Even after the Class B membership has merged with the Class A, the Declarant shall still be subject to this rate until conveyance of the last Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than 10% above the maximum assessment for the preceding year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The failure of the Board to fix the annual assessment as provided above for any year shall not be deemed a waiver or a release of any Owner from the obligation to pay the annual assessment, but the annual assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 4.04 Special Assessments for Capital Improvements and

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



3-07-8295

Section 4.05 Notice and Quorum for Any Action Authorized Under Sections 4.03 and 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4.06 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; EXCEPT HOWEVER, the amount of the assessment to be paid by the Class B member as set out in Section 4.03.

Section 4.07 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to a Public Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be immediately delinquent and shall, together with such interest and

7968 944

3-07-8295

cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within 30 days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the maximum legal rate per annum permitted by law, and the Association may either (1) bring an action at law against the Owner personally obligated to pay same, or (2) foreclose the lien against the property, or (3) both, and, in either event, there shall be added to the amount of each assessment, interest as provided and all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.09 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Lot Owner from his personal obligation and liability therefor.

Section 4.10 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) all properties dedicated to and accepted by any local governmental authority and devoted to public use;
- (b) all Common Area as defined in Section 1.04;
- (c) all additional Common Area which may be acquired through annexation.

#### ARTICLE V

#### ASSOCIATION MAINTENANCE AND SERVICES

Section 5.01 Common Area. The Association may, at any time, as to any Common Area conveyed, leased, or transferred to it, or

7968 945

3-07-8297

otherwise placed under its jurisdiction, in the discretion of the Board, without the approval of the Owners being required:

5.0101. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans therefor approved by the Board, or (b) the original plans for the improvement, or, (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish, or standard of construction of such improvement as the same existed.

5.0102. Construct, reconstruct, repair, replace or refinish any portion of the Common Area used as a walk or parking area.

5.0103. Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of soil and for aesthetic purposes.

5.0104. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

5.0105. Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty and utility thereof in accordance with the general purposes specified in this Declaration.

5.0106. The Board shall be the sole judge as to the appropriate maintenance of the Common Area.

Section 5.02. Damage or Destruction of Common Area by Owners.

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

3-07-8298

Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 5.03. Private Road. The Association shall not be required to maintain the Private Road, such maintenance being the responsibility of the Lot owners benefiting from such access easement.

Section 5.04. Emergency Repairs. The Association shall have the continuing right to enter upon any Lot for the purpose of making emergency repairs necessary to protect the properties or any person from damage or harm. If any of such emergency repairs are the responsibility of the Lot Owner, he may be specially assessed for the cost of such emergency repairs.

Section 5.05. Insurance. The Association shall purchase and keep in force, public liability insurance covering the Common Area in such amounts and with such companies as the Board may from time to time determine. The Association may purchase such other insurance as shall from time to time be determined by the Board to be necessary.

ARTICLE VI

ENVIRONMENTAL CONTROL

Section 6.01 Construction of Improvements. Because the maintenance of environmental and architectural harmony and unity is essential for preservation and enhancement of the value of the Lots and the harmonious functioning of the properties, no improvements may be constructed or erected on any Lot by anyone other than the Declarant without the prior written approval of the Environmental Control Committee appointed by the Association.

Section 6.02 Environmental Control Committee. The Board of Directors of the Association shall appoint an Environmental Control Committee composed of at least three (3) persons to review and approve or disapprove any improvements proposed to be made by any Owner or Builder other than the Declarant. The Environmental Control Committee shall meet within fifteen (15) calendar days after an Owner or Builder has made application to it for approval, submitting at that time two (2) complete sets of plans and specifications detailing the proposed improvements, or other changes desired to be made. The



3-07-8299

Environmental Control Committee shall approve or disapprove said proposed plans, or other change, in writing, within thirty (30) days after the meeting. In the event the Environmental Control Committee disapproves the proposed plans, or other change, it shall identify with particularity the features which caused the disapproval. Approval of any construction plans shall be conditioned upon completion of construction within one (1) year after construction has been commenced. All decisions shall be made by a majority of the Environmental Control Committee. Should the Committee fail to take any action for 30 days following the meeting, the proposed plans, or other change shall be considered approved.

ARTICLE VII

PERMITTED USES AND RESTRICTIONS

Section 7.01 General Restrictions. Each Lot shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one single family residence structure with a covered parking facility for less than two (2) motor vehicles. No Lot may be used as a duplex, an apartment house, lodging house, hotel or for any business purpose.

Section 7.02 Set Back Requirements. All structures shall be set back from the front, rear and side Lot lines as required by the set-back restrictions shown on the face of the Plat.

Section 7.03 Garages or Carports.

7.0301. There shall be constructed on each Lot, as an integral part of the residential dwelling, a garage or carport for not less than two (2) nor more than four (4) automobiles.

7.0302. All garages shall be equipped with mechanical, radio controlled door openers.

7.0303. All garages and/or carports with interiors visible from the Common Area or any public street, shall be kept in a neat, orderly fashion and the garage doors shall be closed except when required to be opened for entry or exit, or when actually in use.

Section 7.04. Solar Panels. In the event an Owner or Builder desires to use solar panels on any unit to be built on any Lot, the location and installation design thereof shall be submitted to the

3-07-8300

Environmental Control Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.

Section 7.05. Utility Meters and Outside Air Conditioner Units. No utility meter or outside air conditioner unit shall be located so that it will be visible from the Common Area or any Public Street and the location of each must be approved by the Environmental Control Committee before installation.

Section 7.06. Sidewalk Encroachments. No tree, shrub or planting of any kind on any Lot or the Common Area shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven feet (7') without the prior approval of the Environmental Control Committee.

Section 7.07. Landscaping. Each Owner shall landscape all of his Lot not covered by buildings, sidewalks or parking including all set back areas. No tree over six inches (6") in diameter may be cut without the prior written consent of the Environmental Control Committee. Each Owner shall keep all shrubs, trees, grass and plantings of every kind located on his Lot neatly trimmed and properly cultivated. It shall be the duty of each Owner to keep his Lot free of trash and weeds. In the event any Owner fails to maintain his landscaped areas in a neatly trimmed, properly cultivated manner, and/or fails to keep such areas free from trash and weeds, the Association shall have the right at any reasonable time to enter upon any such Lot to plant, replace, maintain and cultivate such trees, grass or other plantings, or remove trash and weeds, and assess to the Owner the cost of such service.

Section 7.08. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

3-07-8301

Section 7.09. Use of Common Area. The Common Area shall be used for recreational, social, access, utility easement and other purposes directly related to the private single family residential uses authorized hereunder.

No impervious cover shall be placed or located on Lot 44, Block "E" of MOUNT BONNELL SHORES SECTION TWO, EXCEPT the private road already existing and as shown on the Plat.

On Lot 8, Block "A", COLORADO CROSSING SECTION ONE, there shall be no structures other than private marina facilities for the exclusive use and benefit of the Owners, and, except for the permitted facilities, no impervious cover shall be placed on such Lot. It is the intent of the Declarant that, with the exception of the facilities herein permitted, Lot 8, Block "A" shall be and remain in a natural condition, PROVIDED HOWEVER, that this shall not restrict or prohibit the Declarant or the Association from planting grass, mowing and otherwise maintaining the tract in a park-like manner. Section 7.10. Animals.

manner. Section 7.10. Animals.

7.1001. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or the Common Area and then only if they are kept, or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from neighboring property, the Common Area or adjacent public streets. Upon the written request of any Owner, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

7.1002. Except when a dog is under the immediate personal supervision and command of its Owner or handler, every dog shall be kept physically restrained from leaving the Lot of the Owner or handler of such dog. Permitting a dog to leave the premises of its

3-07-8302

Owner or handler while not under the personal supervision and command of said Owner or handler is hereby declared to be a nuisance.

Section 7.11. Antennas and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without approval of the Environmental Control Committee, except that the Declarant or the Association may erect a common television antenna. 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 television or radio signals on any other Lot.

Section 7.12. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling on any Lot shall be moved immediately after the completion of construction.

Section 7.13 Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, truck, camper, motorized recreational vehicle, permanent tent, or similar structure, boat or inoperable motor vehicle of any type shall be stored, maintained, constructed, reconstructed or repaired upon any Lot in such a manner as will be visible from neighboring property, the Common Area or adjacent public streets; PROVIDED HOWEVER, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Environmental Control Committee. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any Lot or the Common Area in such a manner as will be visible from neighboring property, the Common Area or adjacent public streets.

Section 7.14 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or



3-07-8303

Common Area, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 7.15 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved by the Association, which may include the requirement that all containers will be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

Section 7.16 Clothes Drying Facilities. Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and not visible from neighboring property, the Common Area or a adjacent public streets.

Section 7.17 Right of Way. During reasonable hours, any member of the Environmental Control Committee, or member of the Board of Directors or any other representative of either of them, shall have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 7.18 Mineral Exploration. No Lot or Common Area shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbon, minerals of any kind, gravel, earth or any earth substance of any kind.

3-07-8304

Section 7.19 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Travis County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; PROVIDED, HOWEVER, such machinery or equipment may be placed, operated or maintained by any governmental, or quasi-governmental, agency or a public utility when performing its governmental functions.

Section 7.20 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot or Common Area which shall induce, breed, or harbor plant diseases or noxious insects.

Section 7.21 Signs. No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

(a) Such signs as may be required by law.

(b) A residential identification sign of a combined total face area of seventy-two (72) square inches or less.

(c) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four inches (24") in height and width and having a face area not larger than three (3) square feet.

(d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this paragraph shall not prevent Declarant from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned by it or upon the Common Area when Declarant, in its sole discretion,

3-07-8305

deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots.

Section 7.22 Waste. No waste shall be committed on any Lot or the Common Area.

Section 7.23 Lighting. No lighting or illumination shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot.

Section 7.24 Sales Office. Nothing herein shall be construed as prohibiting Declarant, its employees or agents from inviting any person or the general public to enter any residence situated upon any Lot owned by Declarant with a view toward the sale or lease thereof or from using any such duplex residence as a model for the purpose of making a sale or sales or from maintaining a sales force (whether one or more) in or about any Lot owned by Declarant which remains unsold.

ARTICLE VIII

EASEMENTS AND RIGHTS

Section 8.01 General Easement. The Association reserves the right and easement to the use of the Common Area and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any other Lot or the Common Area.

Section 8.02 Crossover Easement. If the Declarant, or the Owner of any Lot must, in order to make reasonable repairs or improvements to a building on his Lot, enter or cross the Common Area or a Lot of another Owner, the Declarant or such Owner shall have an easement to do so; PROVIDED, that such user shall use the most direct, feasible route entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition at such using Owner's expense.

Section 7.25 Fences. Before erection, all fences must be approved by the Environmental Control Committee as to materials, method of construction and location. No fence shall exceed six (6) feet in height nor extend nearer to the front street than the front wall of the principal building, nor nearer to any side street than the minimum set back line shown on the plat.

Section 7.26 Improvement Location. The location of any improvement upon a Lot or the Common Area, must be approved by the

Environmental Control Committee before such improvement may be constructed, irrespective of any set back lines shown on any plat.

3-07-8306

Section 7.27. Other Restrictions. In addition to the restrictions imposed in this Declaration, all of the land in MOUNT BONNELL SHORES SECTION TWO is subject to the Covenants, Conditions and Restrictions heretofore recorded in Volume 1543 Page 523, Volume 7172 Page 1746, Volume 7522 Page 44, Volume 7395 Page 588, Volume 7395 Page 590, and Volume 7495 Page 454 of the Deed Records of Travis County, Texas. Each of the tracts is subject to the restrictions, easements and covenants shown on the face of each of the plats thereof.

Where a conflict exists between any of the restrictions herein referred to, the more restrictive shall control.

Section 8.03. Encroachment Easement. If any structure or fence erected or reconstructed by Declarant, a Builder or by an Owner, with the approval of the Environmental Control Committee shall encroach on the Lot of an adjoining Owner, the latter grants to such Owner an easement permitting the persistence of such encroachment.

Section 8.04. Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the construction of a common cable television system, a common sprinkler system, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Area to effectuate the foregoing purposes shall not be deemed a trespass.

Section 8.05. Plat Easements. The easements referred to in Sections 8.01 through 8.04 inclusive are in addition to any easements noted on the face of the plats.

#### ARTICLE IX

#### DEVIATIONS

Section 9.01 Deviations by Association. The Association may grant deviations from the restrictions set forth in Article VII. Such deviation shall require the affirmative vote of two-thirds (2/3) of the votes cast at a meeting duly called for this purpose.

7968 955



3-07-8307

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.03 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for the term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy five percent (75%) of of the Lot Owners. After thirty (30) years, any section of this Declaration may be amended by an instrument signed by not less than two thirds (2/3) of the Lot Owners. To be valid, any amendment must be recorded in the Deed Records of Travis County, Texas.

Section 10.04 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner.

Section 10.05 Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the

3-07-8308

provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

Section 10.06 Notices. All notices given or required to be given by the Association to its Members shall be deemed to have been given if actually received and, whether or not actually received shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the Member at his address as it appears on the books of the Association.

Section 10.07 Complaints. If the Association determines that any Owner is in violation of any one or more of these covenants, or of any of his duties arising hereunder, it shall be the duty of the Association to notify said Owner in writing, identifying the provision being violated and giving its reasons for such complaint. If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, the Association shall have the right to (a) institute appropriate legal action, or (b) submit the dispute to arbitration as provided in Article XI.

Section 10.08 Remedy of Violations. When a complaint has been finally upheld against an Owner, whether through arbitration, agreement or court action, the Owner in violation shall be notified of such fact and allowed thirty (30) days from the date of the notice to remedy the violation, unless some different time is specified in the notice. In the event the Owner fails or refuses to remedy the violation within the period provided therefor, the Association may, (but shall not be required to) make the appropriate repairs, or take such steps as shall be necessary to remedy the violation and levy a special assessment against such Owner for the costs involved therein. The Association and its employees and agents shall have the right to enter upon the Lot owned by the violating Owner for the purpose of curing such violation.

3-07-8309

ARTICLE XI

ARBITRATION

Section 11.01 Required or Permitted Arbitration. Where any provisions of this Declaration shall permit or require that a dispute be submitted to arbitration, such arbitration shall proceed as provided in this Article.

Section 11.02 Rules. All arbitration shall be held in accordance with the rules of the Texas General Arbitration Act, as follows:

11.0201. One arbitrator shall be chosen by the complaining party.

11.0202. One arbitrator shall be chosen by the party against whom the complaint has been filed.

11.0203. One arbitrator shall be chosen by the two arbitrators previously chosen.

11.0204. If either party fails or refuses to choose an arbitrator within fifteen (15) days after notice that the dispute has been submitted to arbitration, then the other party may choose the second arbitrator.

11.0205. The arbitrators shall meet and issue a written decision to both parties within thirty (30) days after the transmission of the notice of submission to arbitration.

11.0206. The losing party shall pay all costs of the arbitration including the fees and expenses of the arbitrators and the costs and expenses, including attorney's fees, of the prevailing party.

Section 11.03 Remedy. The Owner against whom a complaint has been upheld shall remedy the violations as provided in Section 11.08 of this Declaration.

EXECUTED this the 20th day of January, 1983.

MOUNT BONNELL SHORES LTD.  
BY: MOUNT BONNELL SHORES  
DEVELOPMENT COMPANY  
Managing General Partner

**NO SEAL**

BY: Raymond E. Thomas  
RAYMOND E. THOMAS, President

7968 · 958

3-07-8310

THE STATE OF TEXAS           S  
  S  
COUNTY OF TRAVIS           S

This instrument was acknowledged before me on this 20<sup>th</sup> day of January, 1983 by RAYMOND E. THOMAS, President of MOUNT BONNELL SHORES DEVELOPMENT COMPANY, Managing General Partner, out of BOUNT BONNELL SHORES LTD. acting on behalf of said corporation acting on behalf of MOUNT BONNELL SHORES LTD.

NOTARY SEAL

Ann N. Hennington  
ANN N. HENNINGTON  
Notary Public in and for

The State of Texas

As the lienholder on the herein described real estate, the undersigned hereby joins in, pro forma, the execution of this Declaration and the imposition on the Properties of the herein set out covenants, conditions and restrictions.

Executed this the 20<sup>th</sup> day of January, 1983.

**NO SEAL**

BEXAR SAVINGS ASSOCIATION

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this Instrument was FILED on the state and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

BY: *Boyd Cook*  
BOYD COOK, Executive Vice

President

FILED

JAN 21 1983

1983 JAN 21 PM 2:49



*Doris Anapoline*

COUNTY CLERK  
TRAVIS COUNTY, TEXAS

*Doris Anapoline*

COUNTY CLERK  
TRAVIS COUNTY, TEXAS

D:5; VOL: 2-THOMAS; DOC: MBS II--01;



0000 177774

FILM CODE

To be signed  
by 2000 222  
4/2 for  
file

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MOUNT BONNELL SHORES, SECTION TWO  
AND  
COLORADO CROSSING, SECTION ONE

This Amendment is executed by and between the parties set forth below with respect to the following matters and for the following purposes:

**R E C I T A L S:**

A. Mount Bonnell Shores, Ltd., as Declarant, executed that certain Declaration of Covenants, Conditions and Restrictions, Mount Bonnell Shores, Section Two and Colorado Crossing, Section One (the "Declaration"), recorded at Volume 7968, Page 936 of the Deed Records of Travis County, Texas.

B. The Declaration encumbered all of the land within the two subdivisions known as Mt. Bonnell Shores Section Two and Colorado Crossing Section One, except for eight (8) lots (the "Excluded Lots") within Colorado Crossing Section One. The land encumbered by the Declaration prior to the date of this Amendment is referred to herein as the "Original Property".

C. The undersigned parties are the owners of seventy-five percent (75%) or more of the lots contained within the Original Property and all of the Excluded Lots, and said undersigned parties desire to amend the Declaration to include the Excluded Lots within the land encumbered by the Declaration and to make certain other revisions to the Declaration, more particularly set forth below.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Definitions. Except as expressly defined or redefined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Declaration.

2. Inclusion of the Excluded Lots. Section 1.03 of the Declaration is hereby amended to read as follows:

"Properties" shall mean and refer to the following described real property:

MT. BONNELL SHORES SECTION TWO, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 80, Pages 325-327 of the Plat Records of Travis County, Texas.

COLORADO CROSSING SECTION ONE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas,

and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

It expressly is intended that the terms "Properties," "Lot" and "Lots," as used in the Declaration, shall include, without limitation, Lots 2, 3, 13, and 14, of Block A, and Lots 7, 8, 9 and 10 of Block B, of COLORADO CROSSING SECTION ONE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12621 0440

in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas.

3. Correction of Error. Inadvertently, Sections 7.25 (Fences), 7.26 (Improvement Location) and 7.27 (Other Restrictions) of the Declaration were located in the Declaration under Article VIII, after Section 8.02 and before Section 8.03. These provisions should have been placed under Article VII. Sections 7.25 (Fences), 7.26 (Improvement Location) and 7.27 (Other Restrictions) shall be deemed to be inserted in Article VII of the Declaration immediately after Section 7.24 thereof. All provisions of the Declaration (expressly including Section 9.01 thereof) which refer to matters set forth in Article VII shall be deemed to refer to Sections 7.25, 7.26 and 7.27 in addition to all other Sections under Article VII (whether pursuant to the Declaration or pursuant to this or future amendments thereto), and all provisions of the Declaration which refer to matters set forth in Article VIII shall be deemed not to refer to Sections 7.25, 7.26 and 7.27.

4. New Restriction. The Declaration is hereby amended to include a new Section 7.28, as follows:

Section 7.28. Exterior and Size of Improvements. No single family residential structure placed upon any Lot shall contain less than two thousand two hundred (2,200) square feet of enclosed living area. For purposes hereof, the enclosed living area of a single family residential structure shall be calculated by measuring from the outside of the exterior walls of the structure, but shall not include the area of any porches, decks, patios, carports or garages, or the area under any roof extensions or overhangs of the structure. At least sixty percent (60%) of the total area of all exterior walls of a single family residential structure shall be constructed or faced with masonry, rock, stone or stucco. For purposes hereof, all windows and door openings shall be excluded from the computation of the total area of the exterior walls.

5. Ratification. Except as expressly modified herein, the Declaration is ratified and continued in all respects.

EXECUTED on the dates set forth below to be effective the date by which all of the Owners of the Excluded Lots and seventy-five percent (75%) of the Owners of the Original Property have signed this Amendment, and this Amendment has been filed of record in the Real Property Records of Travis County, Texas.

(Entities)

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

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

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

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

Flahive, Ogden & Latsone

Attn: Steve Tipton

505 W. 12th

2

Austin, TX 78701

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12421 0441

*Return*

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MOUNT BONNELL SHORES, SECTION TWO  
AND  
COLORADO CROSSING, SECTION ONE

This Amendment is executed by and between the parties set forth below with respect to the following matters and for the following purposes:

R E C I T A L S:

A. Mount Bonnell Shores, Ltd., as Declarant, executed that certain Declaration of Covenants, Conditions and Restrictions, Mount Bonnell Shores, Section Two and Colorado Crossing, Section One (the "Declaration"), recorded at Volume 7968, Page 936 of the Deed Records of Travis County, Texas.

B. The Declaration encumbered all of the land within the two subdivisions known as Mt. Bonnell Shores Section Two and Colorado Crossing Section One, as amended in amendment one. The land encumbered by the Declaration prior to the date of this Amendment is referred to herein as the "Original Property".

C. The undersigned parties are the owners of seventy-five percent (75%) or more of the lots contained within the Original Property, and said undersigned parties desire to amend the Declaration to include DAVID'S PARK SUBDIVISION, JEFFREY'S COURT SUBDIVISION, Colorado Crossing Section Two, and Colorado Crossing Section Three, within the land encumbered by the Declaration and to make certain other revisions to the Declaration, more particularly set forth below.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Definitions. Except as expressly defined or redefined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Declaration.

2. Inclusion of the Excluded Lots. Section 1.03 of the Declaration is hereby amended to read as follows:

"Properties" shall mean and refer to the following described real property:

MT. BONNELL SHORES SECTION TWO, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 80, Pages 325-327 of the Plat Records of Travis County, Texas.

COLORADO CROSSING SECTION ONE, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 81, Pages 388-389 of the Plat Records of Travis County, Texas.

COLORADO CROSSING SECTION TWO, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 91, Pages 92 of the Plat Records of Travis County, Texas.

COLORADO CROSSING SECTION THREE, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 89, Pages 249 of the Plat Records of Travis County, Texas.

DAVID'S PARK, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 94, Pages 304 of the Plat Records of Travis County, Texas.

JEFFREY'S COURT, a subdivision in Travis County, Texas. According to the map or plat thereof recorded in Book 94, Pages 304 of the Plat Records of Travis County, Texas.

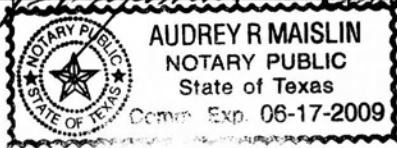
And such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Executed this 22<sup>nd</sup> day of October, 2006.

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2006,

by *Justin Davidson*



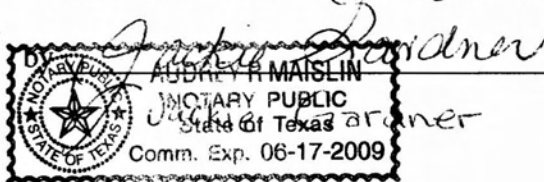
*Audrey R. Maislin*  
Notary Public in and for The State of Texas

My commission expires: 6/17/09

Audrey R. Maislin  
Notary (Printed Name)

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2006,



*Audrey R. Maislin*  
Notary Public in and for The State of Texas

My commission expires: 6/17/09

Audrey R. Maislin  
Notary (Printed Name)