

AMENDMENTS TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GREAT HILLS SECTION 23,
A SUBDIVISION IN TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
 §
 §
COUNTY OF TRAVIS §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Great Hills Reserve (Great Hills Section XXIII), a subdivision in Travis County, Texas is recorded in Volume 10502, page 0603, Real Property Records of Travis County, Texas (the “Declaration”);

WHEREAS, the Declaration provides in Article IX, Section 9.02 (B) that the Declaration may be amended by recording in the Travis County, Texas Real Property Records of an instrument executed and acknowledged by the President and Secretary of Great Hills Section XXIII Homeowners Association, Inc., a Texas non-profit corporation (the “Association”), setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 60% of the number of votes entitled to be cast pursuant to Section 5.03 of the Declaration;

WHEREAS, by their signatures below, the President and Secretary of the Association certify that the Amendments set forth below have been approved by Owners entitled to cast at least 60% of the number votes entitled to be cast pursuant to Section 5.03 of the Declaration; and

THEREFORE, the Declaration is amended as follows:

1. Section 3.01 is amended to read as follows:

Antennae. Other than dish receivers less than 39 inches in diameter, no exterior radio or television antennae or aerial or satellite dish receivers, or other dishes designed to receive telecommunication signals, including but not limited to, radio, television, internet or microwave signals which are intended for cable television, network television reception, internet or entertainment purposes shall be erected or maintained without the prior written approval of the Committee. Dish receivers of less than 39 inches in diameter may be installed without the prior written approval of the Architectural Committee, but must be screened, landscaped, or otherwise hidden from view so that they cannot be seen from the street in front of the house.

2. Section 3.13 is amended to read as follows:

Garbage Containers. Garbage containers and recycling containers shall be kept so that they are not visible from the street except on collection day.

3. Section 3.24 is amended to read as follows:

Maintenance of Lot, Lawns and Plantings. Each Owner shall keep the vegetation on such Owner's Lot sufficiently watered to sustain all plants in the landscape, including shrubs, trees, grass and plantings of every kind and shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Each Owner of an unimproved Lot shall keep such Lot free of trash and other unsightly material and shall keep such Lot mowed. When the appropriate governmental authority imposes mandatory or voluntary

water restrictions, each Owner shall comply with such restrictions. The Association and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04 (E)

4. Section 3.27 is amended to read as follows:

Compliance with Provisions of The Great Hills Reserve (Great Hills, Section XXIII) Restrictions. Each Owner shall comply strictly with the provisions of the Great Hills Reserve Restrictions. Failure to comply with any of such restrictions shall constitute a violation of this Declaration. The Association may levy fines against any Lot which is in violation of the Great Hills Reserve Restrictions.

Prior to levying a fine against a Lot for violation of the Great Hills Reserve Restrictions, the Association shall provide the Owner of the Lot in question written notice by certified mail, returned receipt requested of the violation, providing the Owner ten days to cure the violation. Such notice shall be sent to the address of the Lot. If the Owner fails to cure such violation within ten (10) days of such written notice, the Association may levy a fine against the Lot upon which the violation exists not to exceed **\$20** per day for each day that the Lot continues to be in violation of the Great Hills Reserve Restrictions.

The levying of a fine under this section shall be a lien upon the Lot in the same manner as an assessment under Article VII. The provisions of

Section 7.06 shall apply to fines levied under this Section 3.27. In addition to the authority to levy fines above, failure to comply with any of the Great Hills Reserve Restrictions shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or an aggrieved Owner.

The Board shall have the authority to levy fines authorized under this section on behalf of the Association. The Board may authorize the filing of a notice of lien to be recorded in the Real Property Records of Travis County, Texas against any Lot in violation of the restrictions of the Declaration after 10 days notice and opportunity to cure as required above have been given and the Lot remains in violation of the restriction. The reasonable and necessary attorneys fees incurred by the Association in enforcing the restriction against the Lot in question may be assessed as part of the levy.

5. The following is added to Section 5.04 (“Powers and Authority of the Association”):

(G) Fines. To levy fines as provided in Section 3.10 above.

6. The following is added to the end of Section 7.01 (“Assessments”):

(D) The Association shall determine the due date of any and all Assessments allowed under this Article VII. Failure to timely pay an assessment shall result in the levying of a late fee of \$25.00, if the balance is not paid within 30 days of the invoice date. If the balance is not paid within 60 days of the invoice date, an additional late fee of \$25, for a total

of \$50, shall be levied. In addition, any Assessment not paid by the due date shall incur interest at the rate of 12% per annum commencing the day after the Assessment was due. Any late fee levied shall also incur interest at the rate of 12% per annum commencing the day after the late fee was due.

These Amendments shall be effective on the 30th day after this instrument has been recorded in the Official Records of Travis County, Texas.

GREAT HILLS SECTION 23
HOMEOWNERS ASSOCIATION, INC.
By:

President

Printed Name

Secretary

Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2003
by _____, President of Great Hills Section 23 Homeowners
Association, Inc.

Notary Public - State of Texas

Notary's Printed Name

My Commission Expires:_____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2003
by _____, Secretary of Great Hills Section 23 Homeowners
Association, Inc.

Notary Public - State of Texas

Notary's Printed Name

My Commission Expires:_____

EXHIBIT "A"

LOTS VOTING IN FAVOR OF AMENDMENTS TO DECLARATION

<u>Address</u>	<u>Legal Description</u>	<u>Printed Name of Owner;</u> <u>Signature of Owner</u>
_____	_____	_____
_____	_____	_____

After recording, please return to:

Frank B. Lyon
Suite 150
6836 Austin Center Blvd.
Austin, TX 78731