

AMENDMENTS TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF GREAT HILLS SECTION 24,  
A SUBDIVISION IN TRAVIS COUNTY, TEXAS

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF TRAVIS       §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Great Hills Section 24, a subdivision in Travis County, Texas is recorded in Volume 11817, page 0306-0320, Real Property Records of Travis County, Texas (the “Declaration”);

WHEREAS, the Declaration provides in Article VIII, Section 8.02 (c) that the Declaration may be amended by the written consent of persons owning at least seventy percent (70.0%) of the Lots (as defined in the Declaration) and that such amendment shall be recorded in the office of the County Clerk of Travis County;

WHEREAS, by their signatures below, the President and Secretary of the Association certify that the Amendments set forth below have been approved in writing by Owners of least 70% of the Lots; and

THEREFORE, the Declaration is amended as follows:

1. Delete the first sentence of Section 6.12 and insert:

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 Committee, but must be screened or otherwise hidden from view so that they cannot be seen from the street.

2. Insert the following after the fifth sentence of Section 6.09:

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 watering restrictions, each Owner shall comply with such restrictions.

3. Insert Section 3.10:

Compliance with Provisions of The Declaration. Each Owner shall comply strictly with the provisions of Article VI of the Declaration (the "Restrictions"). Failure to comply with any of the Restrictions shall constitute a violation of this Declaration. The Association may levy fines against any Lot which is in violation of the Restrictions.

Prior to levying a fine against a Lot for violation of the 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 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 III. The provisions of Section 3.08 shall apply to fines levied under this Section 3.10. In addition to the authority to levy fines above, failure to comply with any of the 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.

4. Insert Section 3.11:

Fines. The Association shall have the authority to levy fines as provided in Section 3.10 above.

5. The following is added to the end of Section 3.06 ("Date of Commencement of Assessments; Due Dates"):

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 30<sup>th</sup> day after this instrument has been recorded in the Official Records of Travis County, Texas.

GREAT HILLS SECTION 24  
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 24 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 24 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