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**SECOND AMENDMENT TO AMENDED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR WESTMINSTER GLEN**

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

WHEREAS, that certain written instrument entitled "Westminster Glen Declaration of Covenants, Conditions and Restrictions" (the "Original Declaration") was heretofore recorded at Volume 9333, Pages 874-890, of the Real Property Records of Travis County, Texas, impressing certain covenants and restrictions on Westminster Glen Phase I, a subdivision of record more particularly described by the plat thereof recorded at Book 85, Pages 101B-D and 102A, of the Plat Records of Travis County, Texas, and additional related acreage; and,

WHEREAS, that certain written instrument entitled "Amended Declaration of Covenants, Conditions and Restrictions for Westminster Glen" (the "Amended Declaration") was heretofore recorded at Volume 12504, Pages 0001 - 0030, of the Real Property Records of Travis County, Texas, impressing certain covenants and restrictions on Westminster Glen Phase I, a subdivision of record more particularly described by the plat thereof recorded at Book 85, Pages 101B-D and 102A, of the Plat Records of Travis County, Texas, and additional related acreage; and,

WHEREAS, a portion of Westminster Glen Phase I has been heretofore resubdivided as Westminster Glen Phase IA, recorded in Book 95, Pages 272-273, of the Plat Records of Travis County, Texas; and

WHEREAS, that certain written instrument entitled "Second Amendment to Amended Declarations of Covenants Conditions and Restrictions for Westminster Glen" was heretofore recorded in the Real Property Records of Travis County, Texas, and said Second Amendment released from the Original Declaration and the Amended Declaration a certain 153, more or less, acre tract or parcel; and

WHEREAS, the undersigned MaBe, Inc., a Texas corporation, is the Owner of all Lots (excluding only Lot 121, Westminster Glen Phase I) and property described in, and is the Declarant under, the Amended Declaration, and the undersigned desires to adopt this Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Westminster Glen (hereinafter this "Amendment") for the purpose of modifying the terms and provisions of the Amended Declaration as hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That the Amended Declaration is hereby modified and amended by the revision of certain terms and provisions thereof and the addition of certain new terms and

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provisions, all as set forth below. The section numbers set forth below correspond to the section numbers in the Amended Declaration.

The following sections and subsections, as applicable, of the Amended Declaration are hereby revised and amended to read in their entirety as follows:

Section 1.06:

Section 1.06. "Dwelling Unit" shall mean a residential unit, other than a mobile home, providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating and cooking, such Dwelling Unit to be used solely for residential dwelling and matters customarily related thereto.

Section 1.12:

Section 1.12. "Property" shall mean and refer to that certain real property situated in Travis County, Texas, more particularly described as follows:

All the Lots in Westminster Glen Phase I, a subdivision of record according to the plat thereof recorded at Book 85, Pages 101B-D and 102A of the Plat Records of Travis County, Texas, and in Westminster Glen Phase IA, a resubdivision of a portion of Westminster Glen Phase I, recorded in Book 95, Pages 272-273, of said Plat Records or any replats thereof.

together with any and all Property added by Supplemental Declaration at a subsequent time. Notwithstanding this definition of "Property" as contained in this Section 1.12, it is acknowledged and understood that the application of this Declaration to Lot 121 of Westminster Glen Phase I shall be governed by Section 8.20 below.

Section 2.01: Subsections (a) and (b):

Section 2.01. Permitted Land Uses.

(a) Except as otherwise provided for herein, no part of the Property shall be used or improved for any purpose except for one detached Dwelling Unit for one Family per each respective Lot, in conformity with this Declaration, the ACC Rules, and all applicable federal, state, county and municipal laws, rules, regulations, codes or ordinances. Mobile homes, manufactured housing, and all similar housing units are expressly prohibited.

(b) Provided, the Dwelling Unit may include such accessory Improvements as are customarily incidental to single family

residential use and not in conflict with this Declaration, the ACC Rules or any applicable law, including without limitation such detached garages, cabanas, and similar structures as may be approved by the ACC.

Section 2.02:

Section 2.02. Temporary Structures - Occupancy During Construction. No trailer, basement of any incomplete building, tent, shack, garage or barn, no temporary building of any kind, and no similar structures, shall be used at any time for a residence on the Property either on a temporary or permanent basis.

Section 3.02:

Section 3.02. Time for Construction.

(a) Construction of a Dwelling Unit shall begin within a reasonable time not to exceed eighteen months after the purchase of a Lot; provided, however, that this requirement shall not apply to a second Lot acquired by an Owner adjacent to a Lot to which the restriction does apply.

(b) Construction of Improvements shall be continuous and proceed in an orderly fashion without interruption and any Improvement on a Lot shall be completed in a reasonable time, not to exceed eighteen (18) months from the commencement of construction.

(c) The foundation for any Improvement shall be completed as soon as is practically possible after the commencement of construction.

(d) Commencement of construction shall mean the first on-site work for construction, including, but not by way of limitation, clearing of trees, excavation or site preparation for the purpose of foundation.

In addition to and without limitation of all other remedies provided hereunder, at law, or in equity, in the event any Owner breaches the provisions of this Section 3.02, then any party entitled to enforce these Restrictive Covenants shall be entitled to an injunction requiring compliance, as well as court costs and attorney's fees. In addition, the Association shall be entitled at its election to assess liquidated damages against the breaching Owner and such Owner's lot as a special assessment secured by all liens provided herein, which liquidated damages shall be in the amount of \$100.00 for each day during which a violation has occurred or is continuing. It is understood that actual damages may be difficult or impossible to estimate and that by purchasing a Lot, each Owner agrees to the amount of liquidated damages herein specified.

Section 3.03; subsections (a), (b), (c), (d), (e), (g), (h), (j), (m), (r):

(a) Setbacks. Dwelling Units shall be subject to the setback requirements which are the greater of (i) all applicable city and county building setback requirements, or (ii) no Dwelling Unit shall be located nearer than fifteen (15) feet to any interior side Lot line, nearer than twenty-five (25) feet to the front Lot line, nearer than twenty-five (25) feet to the rear Lot line, or nearer than twenty-five (25) feet to any street side Lot line. The ACC shall have the right to impose greater setback requirements from all lot lines, and to allow lesser interior side setbacks, but in no event less than ten (10) feet to any interior side Lot line.

(b) Minimum Floor Areas. All Dwelling Units shall have a floor area of not less than two thousand (2,750) square feet, exclusive of porches (open and closed), patios, garages, balconies, and decks.

(c) Height Limitations. The ACC shall have the right to impose limitations on the height of any Improvement. No Dwelling Unit erected on any Lot shall have more than two and one-half (2 1/2) stories, or exceed a maximum height of thirty-five feet (35') from the highest point on the first floor slab.

(d) Exterior Color Schemes and Materials. The ACC shall have the right to impose limitations on the exterior color and materials to be used in all Improvements. The exterior walls of all Dwelling Units, exclusive of all door and window openings, must have one hundred percent (100%) masonry, stone or stucco coverage on any side facing a street, one hundred percent (100%) masonry, stone or stucco coverage on first floor sides not facing a street, and no less than 75% masonry, stone or stucco coverage on the entire structure. Other materials may be used on the exteriors provided the use is specifically approved in writing by the ACC.

(e) Roofing Materials. The use of various roofing materials shall be permitted; however, no roofing materials shall be used without first obtaining approval from the ACC. The ACC will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other Improvements. Acceptable materials include composition shingles, tile or slate. No wood shingles are allowed. Further, no roofing materials which produce a substantial glare are permitted on any Improvement. Minimum roof pitch allowed in any Improvement shall be a 4:12 pitch.

(g) Driveways. The ACC shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads or streets running through or adjacent to the Property. Materials and design for all driveways must be

approved by the ACC. Specifications for and construction of all drain tiles, culverts in or over any drainage ditch, or driveway transitions to be installed in connection with a driveway or otherwise, must be approved by the ACC. The ACC shall determine all elevation and slope requirements for all driveways.

(h) Mailboxes. The ACC shall have the right to impose limitations on the location, design and materials of mailboxes or to require the use of community mailboxes rather than individual mailboxes, all subject to applicable U.S. Post Office regulations. A plan showing the location and design of all mailboxes and clustered mailbox systems must be approved by the ACC. Housing for mailboxes shall be consistent in materials and design with the entryway of Westminster Glen Phase I at City Park Road, as determined by the ACC in its discretion.

(j) Fences, Walls and Hedges.

(i) Each Owner shall be required to erect and maintain a fenced enclosure for the keeping and maintaining of the domestic pets allowed pursuant to Section 4.1 hereof. Said enclosure shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof and shall confine such animals to the back yard of the Dwelling Unit only.

(ii) No barbed wire or chain link fencing shall be allowed in the construction of any fence on the Property; however, chain linked fencing is allowed if utilized to enclose domestic pets in accordance with subsection (i) above, provided the fenced enclosure is erected within an approved fence and not visible from any street or visible from neighboring property. Any fence, wall, hedge or other similar Improvements must be included in the Development Plan with respect to location, height and type of material and must be approved in writing by the ACC. Fences and walls shall not obstruct the view from adjacent lots as determined in the discretion of the ACC.

(m) Towers and Antennas. No antenna or other service 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 otherwise, without prior approval of the ACC. 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 any television or radio signal on any other Lot. The ACC may allow antenna and dish receptors provided they are not visible from neighboring property or any

street or are otherwise limited in size and location as to the aesthetically acceptable in the discretion of the ACC.

(r) Trees, Shrubs and Landscaping. The ACC shall have the right to approve the removal and/or addition of trees, shrubs, hedges, ground cover and all other landscaping. Landscaping plans must be included in the Development Plan in the manner provided for by ACC Rules.

Section 5.01:

Section 5.01. Establishment and Composition. There is hereby established an Architectural Control Committee (ACC), which shall consist of at least two (2), but not more than five (5) members. The following persons are hereby designated as the initial members:

<u>Position</u>	<u>Name</u>	<u>Address</u>
Office No. 1	Stephen A. Lowder	4809 Cole Ave., Suite 200 Dallas, Texas 75205
Office No. 2	Dean Blaine	3825 Lake Austin Blvd., Suite 504 Austin, Texas 78703

Members of the ACC shall not be required to be an architect or to meet any other particular qualifications for membership.

Section 6.03:

Section 6.03. Voting. All Owners of Lots shall be entitled to one (1) vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such multiply-owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding any of the foregoing, however, Declarant shall be entitled to four (4) votes for each Lot owned by Declarant, and one (1) vote for each unplatted acre owned by Declarant which is within the Property or brought within the Property by any Supplemental Declaration.

Section 8.07:

Section 8.07. Modification or Repeal During Initial Term. Any of the provisions of this Declaration may be amended, modified or repealed during the initial twenty (20) year term by a recorded written instrument, executed and acknowledged by the Owners of not less than 66 % of the Lots. However, no type of amendment or modification shall ever affect Lot 121 without the consent of the Owner of Lot 121.

Declarant reserves the sole and exclusive right until December 31, 2006, without consent of other Owners, to amend and modify this Declaration as necessary or appropriate in Declarant's judgement to maintain the value, character, and aesthetic quality of the Property or to accommodate the incorporation of additional land under the regime of this Declaration by execution and recordation of an appropriate instrument in the Real Property Records of Travis County, Texas.

Section 8.16:

Section 8.16. Declarant's Exemption: No Joint Venture. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property. Nor shall anything contained in this Declaration be construed to make or constitute Declarant and a joint venturer or partner with any other Owner for any purpose.

The following Section 8.21 is hereby added to the Amended Declaration:

Section 8.21. Annexation of Additional Property. Declarant hereby declares that it presently contemplates that at a future time the Property may be expanded (but Declarant does not hereby obligate itself to expand the Property), by adding, from time to time, additional property. The additional property may include, without limitation, single-family residential lots, common areas, and recreational amenities. This Declaration shall become effective with respect to any such annexed additional property on the date on which there is filed for record in the Office of the County Clerk of Travis County, Texas a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the degree to and manner in which this Declaration shall apply to the additional property and may include, at Declarant's option, such other or further covenants, conditions, and restrictions as apply to the additional property and shall set forth the responsibilities of the Association with respect to the operation, maintenance, and repair, and provisions for the use and enjoyment, of such portions of the additional property constituting roads, utilities, common areas, and recreational amenities and the assessments applicable to those portions of the additional property constituting Lots. Without limiting the generality of the foregoing, Declarant further reserves the right, at any time and from time to time, without the consent of any other party or entity, to take such action as may be deemed necessary by Declarant to expand satisfactorily the Property. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the Annexation of additional property. Except to the extent annexation of additional property will cause an increase in Annual Maintenance Charges requiring the approval of the Members in accordance with the provisions hereof,

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Annexation of additional property may be accomplished by the Declarant without the consent of any other party or entity. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article 8, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable. This Declaration, including but not limited to this Section, does not presently create any interest in or with respect to the additional property, and shall not affect in any manner all or any part of such additional property unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this Section.

Nothing contained in this Amendment shall be deemed or construed to apply to or affect Lot 121, Westminster Glen Phase I.

Except as expressly modified and amended hereby, the Amended Declaration is hereby ratified and confirmed and shall be and remain binding and in full force and effect in accordance with the terms and provisions thereof.

Executed as of the 1 day of MARCH, 1996.

MABE, INC.  
a Texas corporation

By: 

Name: Stephen A. Howison

Its: President

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TRAVIS COUNTY, TEXAS

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THE STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was acknowledged before me on the 15<sup>th</sup> day of March, 1996 by MaBe, Inc. of MaBe, Inc., a Texas corporation, on behalf of said corporation.

Lawrence M. Dugo

Notary Public in and for  
the State of Texas

Lawrence M. Dugo

(Printed Name of Notary)

My commission expires: 6-18-97

FILED

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DANA DEBE, CLERK  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

ATTN: John B...  
STEWART TITLE  
P.O. BOX 1866  
AUSTIN, TX 78767

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date 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, on

MAR 4 1996



Dana Debe  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

RECEIPT#: A00022856 TRANS#: A8993 DEPT: REGULAR RECORD \$25.00  
CASHIER: BSMON FILE DATE: 3/4/96 TRANS DATE: 3/5/96  
PAID BY: CHECK# 3873

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