

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENSHORES ON LAKE AUSTIN PROPERTY OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin, filed as Document No. 2004021295 of the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Greenshores On Lake Austin Property Owners Association, Inc. (the "Association");

WHEREAS the Declarant, as further described herein, is authorized to adopt and amend the Declaration and has amended the Declaration as described in Exhibit A;

WHEREAS Texas Property Code Ch. 202 requires all dedicatory instruments to be filed of record;

THEREFORE the amendment attached as Exhibit "A" is hereby filed of record in accordance with Texas Property Code CH. 202.

GREENSHORES ON LAKE AUSTIN PROPERTY OWNERS ASSOCIATION, INC.

Filed of record in accordance with Texas Property Code Ch. 202 by and through its Attorney-in-Fact, Niemann & Heyer, LLP.

Signature: [Handwritten Signature] Connie Heyer

Exhibit "A": Declaration amendment

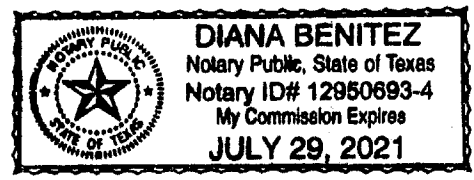
Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 16th day of November, 2017, by Connie N. Heyer in the capacity stated above.

[Handwritten Signature] Notary Public, State of Texas



STATE OF TEXAS       §

COUNTY OF TRAVIS    §

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
GREENSHORES ON LAKE AUSTIN**

**NOTICE OF WITHDRAWAL OF LAND**

**AGREEMENT REGARDING LOT 11, LOT 13 AND LOT 24**

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin, filed as Document No. 2004021295 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

WHEREAS PK-RE, LTD., a Texas limited partnership, is sole Declarant under the Declaration and as such desires to amend the Declaration, the Declaration is hereby amended as follows.

**Amendment Regarding Declaration Limitations:**

*PK-RE, Ltd. notwithstanding language to the contrary in the Declaration, shall not assign, pledge, transfer, or, from and after the date hereof, otherwise exercise in whole or in part any rights as Declarant that may exist, under the Declaration or otherwise, without the prior written approval of the Greenshores on Lake Austin Property Owners Association, Inc. ("Association"), acting by and through its board of directors. Such approval may be granted or withheld in the Association's sole discretion. For example and without limitation, PK-RE, Ltd., from and after the date hereof, may not locate utility easements pursuant to Declaration §10.03, exercise architectural authority pursuant to Declaration §9.02, assign in whole or part any rights as Declarant, or otherwise exercise any rights by virtue of its status of Declarant without the prior written approval of the Association. Any such actions by PK-RE, Ltd. without the prior written approval of the Association shall be deemed void ab initio.*

**Amendment regarding Lot 11:**

*Declaration Article I, Section 1.11, is hereby amended to remove Lot 11, Block 3, Phase One ("Lot 11"), as Common Area of the Association. Lot 11, Block 3, Phase One, as further described in the final plat of Greenshores on Lake Austin Phase One, document no. 200400036 ("Plat") of the Official Public Records of Travis County, Texas is hereby deemed removed as Common Area of the Association and Lot 11 is further deemed withdrawn pursuant to Declaration §2.05, such that the Declaration no longer applies to Lot 11. Such Section is also amended to include the following lots as Common Area of the Association: Lot 25 Block 1 Phase 2; Lot 23 Block 5 Phase 3; Lot 85 Block 1 Phase 3; Lot 14 Block 4 Phase 3; Lot 13 Block 3 Phase 3.*

*(The Phase 2 and Phase 3 plats are filed of record in document no. 200500034 and 200500019, respectively, of the Official Public Records of Travis County, Texas.)*

To the extent of any conflict with terms of the Declaration, the terms of this amendment shall control. This amendment reflects additional consideration required by Greenshores on Lake Austin Property Owners Association, Inc. ("Association") as a condition of entering into a Utilities Settlement Agreement of even date between Undine Development, LLC ("Undine"), PK-RE Development Company, Inc. d/b/a Greenshores Utility Services and d/b/a Oak Shores Water System ("PK-RE"), Cynthia and Scott Smiley, Woods of Greenshores Property Owners Association, Inc., Alexander "Barry" Williams, Greenshores on Lake Austin Property Owners Association, Inc., and the Staff of the Public Utility Commission of Texas.

The Plat (Plat note #25) purports to require the Association to maintain Lot 11, and Lot 13 Block 4 and Lot 24, Block 5, Greenshores on Lake Austin Phase One, as further described in the Plat ("Lot 13" and "Lot 24"). PK-RE, Ltd. acknowledges that this is an erroneous requirement and the Plat is in need of amendment to accurately reflect that the owner of Lot 11, Lot 13 and Lot 24, respectively (whoever the owner is at the time in question) is the party responsible for maintenance. Notwithstanding any language in the Plat or other instrument to the contrary, the Association shall have no maintenance responsibilities related to Lot 11, Lot 13, or Lot 24. PK-RE, LTD. represents and warrants that at the time of execution of this agreement it is the owner of Lot 11, Lot 13 and Lot 24 and hereby imposes the terms of this agreement on Lot 11, Lot 13 and Lot 24, to run with the land and be binding on successors and assigns.

No owner or former owner of Lot 11, Lot 13 or Lot 24 may at any time assert, argue, state or claim that the Association has any maintenance responsibility for Lot 11, Lot 13 or Lot 24 in any legal proceeding or otherwise; all such owner(s) shall be considered to have waived and be estopped from asserting any such claim. PK-RE, Ltd. as owner of Lot 11, Lot 13 and Lot 24 has sole maintenance responsibility as to Lot 11, Lot 13 and Lot 24; such maintenance duty shall transfer to any successor owner(s) of Lot 11, Lot 13 and Lot 24. The Association has not been granted and it is not contemplated that the Association be granted any access rights to Lot 11, Lot 13 or Lot 24. PK-RE, LTD. further represents and warrants that in connection with its sale of the Greenshores utility system to Undine Development, LLC ("Undine"), PK-RE, LTD. will deed or otherwise lawfully transfer, in an instrument filed of record in the Travis County Official Public Records, Lot 11, Lot 13 and Lot 24 to Undine. No transfer by PK-RE, LTD. of Lot 11, Lot 13 or Lot 24 to any party other than Undine shall be allowed without the prior written consent of the Association; any purported transfer without such consent shall be deemed void ab initio.

Further, Lot 11, Lot 13 and Lot 24 shall be used solely for purposes reasonably related to provision of utilities to the respective members of the Association and the Woods of Greenshores Property Owners Association, Inc. to the extent such use remains commercially reasonable for the operation of the Greenshores utility system. No residential use or commercial use unrelated to provision of utilities to the above-mentioned association members is permitted without the approval of the Association.

Undine signs below to indicate knowledge and consent to the terms herein, including without limitation the duty upon becoming owner (but only while remaining such owner) of Lot 11, Lot 13 and Lot 24 to perform or cause to be performed all maintenance of Lot 11, Lot 13 and Lot 24, with the Association having no such duties.

"Maintenance" as the term is used herein includes without limitation maintenance of landscaping, any improvements, and compliance with all governmental requirements. It is the express intention of the parties hereto that the Association have no obligation whatsoever as to Lot 11, 13, and Lot 24 and the then-owner of the Lot(s) shall have all such responsibility.

PK-RE, Ltd. or to the extent it is dissolved, terminated or otherwise no longer a entity legally authorized to do business in Texas, its partners/stakeholders or former partners/stakeholders, agrees to promptly after execution of this agreement use diligent effort to effectuate an amendment to the Plat or a replat to remove Plat note 25 or otherwise remove any purported duty on the part of the Association or any of its owners/members to perform any maintenance on or have any liabilities related to Lot 11, Lot 13 or Lot 24. Upon request PK-RE, Ltd. shall provide the Association copies of correspondence and filings reflecting such efforts.

The Association and Undine shall cooperate with PK-RE, Ltd. on any requirement to achieve the amendment such as signing documents in approval of the amendment or anything that the governmental authorities require of the HOA. If approval is required of any of the lot owners in Greenshores on Lake Austin, the Association shall be responsible for obtaining those approvals and signatures.

PK-RE, LTD., a Texas limited partnership  
By: PK-RE Development Company, Inc., its general partner

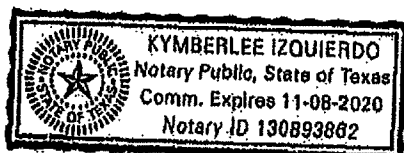
By: [Signature]  
Title: PRESIDENT  
Date: 10/30/17

**Acknowledgement**

STATE OF TEXAS            §  
COUNTY OF TRAVIS    §

This instrument was executed before me on the 30<sup>th</sup> day of October, 2017, by Charles Russel Eppright, on behalf of PK-RE, LTD., in the capacity stated above.

[Signature]  
Notary Public, State of Texas



UNDINE DEVELOPMENT, LLC, a foreign limited liability company

By: Carey Thomas  
Title: Sr. Vice President  
Date: 10/30/2017

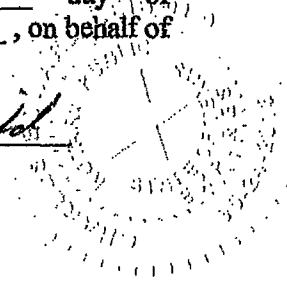
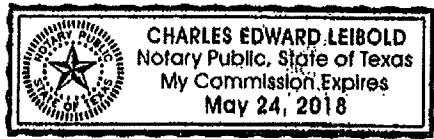
**Acknowledgement**

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was executed before me on the 30<sup>th</sup> day of OCTOBER, 2017, by CAREY THOMAS, on behalf of Undine Development, LLC in the capacity stated above.

Charles E. Leibold  
Notary Public, State of Texas



**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

File Server:CLIBNTS:GreenshoresLakeAustin:AgreementDraftClean10-28-17.docx

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 16 2017 02:59 PM

FEE: \$ 42.00 2017183107