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State of Texas County of Travis

## Amendment to Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin

The Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin was recorded in document number 2004021295 of the Official Public Records of Travis County, Texas; and the Declaration gives the Declarant power to amend the declaration provided Declarant owns at least one Lot, and Declarant owns at least one Lot. The current Declarant is PK-RE, LTD., by virtue of an Assignment of Rights filed of record in TRF 2004209760 of the Official Public Records of Travis County, Texas. Phase III of the subdivision was added to the community via the First Supplemental Declaration and Notice of Addition of Land recorded in TRF 2005105269 of the Official Public Records of Travis County, Texas. The declaration is hereby amended as follows:

- 1. Section 2.01 regarding "Property Subject To This Declaration" is amended to include the accidentally-omitted references to the recorded plats for Phase I, Document No. 200400036 and for Phase II, document number 200500019.
- 2. Subsection3.09(a)(i) regarding "Violation of Greenshores on Lake Austin Restrictions" is amended to read in its entirety as follows: "(i) The imposition of a special charge in an amount to be determined by the board (which amount may be per violation, and per day of each violation), or"
- 3. Section 3.15 regarding "Vehicles" is amended to amend the second sentence to add the underlined language and delete the struck-through language: "In addition to the foregoing, and without limiting the generality thereof, no truck, bus, motor home, recreational vehicle, boat or trailer shall be parked in a street adjacent to a Lot for more than 48 hours in any seven day period (however, the board shall have the right by rule to decrease permitted hours in its discretion), except for construction and repair of equipment while a residence is being built or repaired."
- 4. Section 4.07, regarding "Driveways" is amended to read in its entirety: "All driveways and sidewalks must be masonry or concrete. For example, no asphalt or gravel driveways are permitted.

All public sidewalks and that portion of the driveways from the street to the front property line (the "Approach") shall be gray, light-broomed finish concrete or exposed aggregate.

If the driveway (and not just the Approach) is exposed aggregate, the Approach must also be exposed aggregate.

If the driveway is masonry, then the Approach must be light broomed finish concrete."

5. Section 4.11 regarding "Fencing" is amended to add the following language to the end of this Section: "Perimeter fencing (along Pearce Road or Oak Shores Drive) may not be altered without prior written approval from the Architectural committee. Any alteration/replacement must match the existing stone in the fencing (as built by

the Declarant), including matching stone columns as to stone and mortar color, structural composition, and pattern. The Declarant originally installed stone-columned fencing along Pearce Road and Oak Shores and wood fencing around the remainder of the perimeter of the property. The association shall maintain the perimeter fencing originally installed by Declarant. If Owners make alterations to the originally-installed fencing (including replacing wood perimeter fencing with stucco and stone perimeter fencing), Owners automatically become responsible for maintaining such fencing at their expense. All Improvements, including fencing, must receive prior approval from the Architectural Committee (see generally Article 9) prior to construction, and no Improvement may alter drainage patterns. If it is found after construction that any Improvement alters drainage patterns, Owners are responsible to remedy the situation at their own expense."

6. Section 6.04 is amended to delete the first paragraph, subsection (A) and subsection (B) (in order to defer to the Bylaws for consistency) so that the Section in its entirety now reads as follows:

"Section 6.04 Meetings. Except as provided otherwise in Section 6.03 of this Declaration, any action to be taken at a Member meeting may be taken at any legally convened meeting of the Members upon the affirmative vote of the members having a majority of the total votes present at such meeting in person or by proxy."

- 7. Section 8.01 regarding "Lien and Personal Obligation of Assessments" is amended to add the underlined language to the third sentence: "The monthly and special Assessments, and all other amounts due under the Declaration, Bylaws, Rules, or any other Restriction, together with interest, costs and reasonable attorneys fees, shall to the full extent permitted by law, be a charge of the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made."
- 8. Section 8.12 regarding "Nonpayment: Liens, Remedies of the Association" is amended to delete reference to "Assessment" throughout the paragraph and in its stead substitute the language "Assessment or other amounts due". Additionally, the third sentence is amended to include the following underlined language: "The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, or (b) foreclose said lien against the Lot non-judicially (in a like manner as a mortgage on real property) or judicially, and the Association is given a power of sale for such purposes, or (c) both."
- 9. A new Section 9.11 is added to read as follows:
  - "9.11. Approved Builders & Construction Deadline. For construction of the primary dwelling and any other air-conditioned structure, Owners must utilize an approved builder. The Board shall maintain a list of approved builders, and Owners may also request approval of a builder not on the current approved list, which approval the Board may grant or deny in its sole discretion. All primary dwellings must be completed within 18 months from the start of construction. The architectural committee may place time limits in its discretion on the completion of structures other than the primary dwelling, and on the completion time for alteration of any structure."

Decla	arant, PK-RE, LID.
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Data	of Adoption: 5/26/06
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STATE OF TEXAS	
COUNTY OF TRAVIS	
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DANA DEBEAUVOIR COUNTY CLERK TRAVIS COUNTY TEXAS