

6

091526006 (PA) LK

20

This document is being re-recorded to reflect the recording information.

AMEND 2005025552
4 PGS

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

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

AMEND 2005096149
5 PGS

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin is made to be effective the date set forth below by PK-RE, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. By Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin dated July 9, 2003, recorded on February 4, 2004, under Document No. 2004021295 of the Official Public Records of Travis County, Texas, Marion Dudley Fowler, Susan K. Adler, Trustee of the Carol McMurtry Fowler Charitable Remainder Trust, Robert Penn Fowler, Bradley A. Fowler and Sally Pope Fowler (collectively, the "Original Declarant") imposed certain covenants, restrictions, charges and liens upon certain real property as set forth therein.

B. Original Declarant assigned its rights and privileges as "Declarant" under the Declaration to Declarant herein by Assignment of Rights of Declarant recorded under Document No. 2004209750 of the Official Public Records of Travis County, Texas.

C. The above-described Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin has been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin dated April 6, 2004, recorded under Document No. 2004065151 of the Official Public Records of Travis County, Texas, and by Second Amendment to Declaration dated Feb. 11, 2005, recorded under Document No. 2005025548 of the Official Public Records of Travis County, Texas (the above described Declaration, as amended, is hereinafter referred to as the "Declaration")

D. Declarant has entered into an Annexation and Development Agreement with the City of Austin dated effective January 24, 2005, providing for the annexation of the Property by the City of Austin and providing that each end-buyer of any Lot within the Property shall receive a notice of the rights of the City of Austin to annex the Property.

E. Section 10.02 of the Declaration provides that Declarant has the right to amend the Declaration without the consent or joinder of any other Owner at any time and from time to time as long as Declarant owns at least one Lot within the Property covered by the Declaration.

F. Declarant owns more than one Lot within the Property covered by the Declaration and desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Modification of the Declaration as to Notice. Section 8.11 of the Declaration is hereby amended to add the following thereto:

The Association shall provide notice of the right of the City of Austin to annex the Property in accordance with the terms of that certain Annexation and Development Agreement between PK-RE, Ltd. and the City of Austin effective January 24, 2005, by including in, or attaching to, the certificate furnished as provided above with respect to Assessment a notice in substantially the form as follows:

NOTICE REGARDING ANNEXATION

Pursuant to the terms of that certain Annexation and Development Agreement between PK-RE, Ltd. and the City of Austin effective January 24, 2005, PK-RE, Ltd., on behalf of itself and all other owners of any part of the Property, under which the City of Austin has agreed to postpone annexation of the Property for a certain number of years, and thereafter the owners have consented and agreed that the City of Austin has the right to annex portions of the Property within the limited and full purpose city limits, as set forth in Sections 5.01 and 5.02 of said Agreement. Said Agreement also includes the understanding regarding the pro-vision of water and wastewater service by PK-RE, Ltd. or its affiliated utility entities, as set forth in Article VI of said Agreement. Each owner should refer to said Agreement, which is recorded as Document No. 2005025550, Official Public Records of Travis County, Texas.

2. Effective Date. This Third Amendment is executed this the 11th day of FEBRUARY, 2005, to be effective January 24, 2005.

PK-RE, LTD.,
a Texas limited partnership

By: PK-RE Development Company, Inc.,
a Texas corporation, its General Partner

By: 
Russell Eppright, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11th day of February, 2005, by Russell Eppright, as President of PK-RE Development Company, Inc., a Texas corporation, on behalf of said corporation as General Partner of PK-RE, LTD., a Texas limited partnership, on behalf of said limited partnership.



Linda Graham
Notary Public, State of Texas
Print Name: _____

AFTER RECORDING, PLEASE RETURN TO:

**R. Alan Haywood
Graves, Dougherty, Hearon & Moody
P.O. Box 98
Austin, Texas 78767**

Return to
First American
Lakem

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Feb 15 02:36 PM 2005025552

EVANSK \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RT.

**First American Title
1913 R.R. 620 South
Suite 101
Austin, Texas 78734**

Pym

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir —

2005 Jun 01 03:01 PM 2005096149

CORTEZY \$22.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS