

**FOURTH AMENDMENT TO DEVELOPMENT AREA  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BARTON CREEK NORTH RIM**

**ORIGINAL  
FILED FOR RECORD**

THE STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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This Fourth Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "Fourth Amendment") is made by North Rim Community, Inc., a Texas nonprofit corporation (the "Association"), as duly authorized by a vote of its members, and is as follows:

**RECITALS:**

A. FM Properties Operating Co., a Delaware general partnership (the "Declarant"), recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which related to certain real property (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in Volume 12717, Page 2021, of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707, of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. Declarant recorded that certain Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated July 18, 1997, recorded in Volume 12980, Page 2243, of the Real Property Records of Travis County, Texas (the "First Amendment").

D. Declarant recorded that certain document which was inadvertently incorrectly titled First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated February 11, 1998, recorded in Volume 13118, Page 192, of the Real Property Records of Travis County, Texas (the "Second Amendment").

E. The Association recorded that certain Third Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated October 30, 2009, recorded under Document No. 2009185191 of the Official Public Records of Travis County, Texas (the "Third Amendment").

F. Pursuant to Section 8.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by no less than seventy percent (70%) of the Members of the Association entitled to vote.

G. The Members of the Association have expressed a desire to add vehicle restrictions to the Declaration.

NOW, THEREFORE, the Association hereby declares and certifies and hereby amends and modifies the Declaration, by and through the undersigned duly appointed and authorized officers, as follows:

1. The following new definition is added to Article I, Section 1.01:

“Driveway Access Easement” shall have the same meaning as that certain Driveway Access Easement as defined in the Restrictive Covenant and Driveway Access Easement recorded in Volume 12885, Pages 1-3, of the Official Public Records of Travis County, Texas.

2. The following new section is inserted after Article II, Section 2.27:

**2.28. Vehicles.**

(a) **Parking.**

- (i) Except when a driveway or motor court is temporarily blocked by workers or guests, or when visiting another resident, no vehicle owned or operated by a resident may be parked on the Driveway Access Easement at any time. No vehicle owned or operated by anyone may be parked on the Driveway Access Easement (a) overnight, (b) within fifteen feet (15') from a fire hydrant, or (c), with the exception of contractors engaged in home repair, renovation or remodeling projects, on a frequently recurring basis, multiple days per week, or for a continuous period of more than five (5) hours. An Owner who is planning a gathering such as a wedding, party or other event to which guests will be invited, shall provide all Owners with prior notice of the event. For such an event and only during the event, it is permissible for guests to park their vehicles on the Driveway Access Easement so long as the vehicles do not block or prevent safe passage of other vehicles.
- (ii) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited.

- (iii) No vehicle may be parked or unattended on the Driveway Access Easement in such a manner as to block or prevent the safe passage of other vehicles. No vehicle may be parked or unattended on the Driveway Access Easement in such a manner as to impede the passage of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).
  - (iv) No inoperable vehicle may be stored on the Property except in a closed garage. Vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.
  - (v) No trailers, recreational vehicles, golf carts, commercial vehicles, or boats or other water craft may be parked on the Property at any time, except in a closed garage.
  - (vi) All vehicles which are parked in an Owner's driveway shall be parked so the front of the vehicle faces the residence. No more than four (4) vehicles may be parked in an Owner's driveway at any one time. Owners are encouraged to utilize garage spaces for parking of vehicles to minimize the number of vehicles in the driveway.
- (b) Towing Illegally Parked Vehicles. Vehicles parked in violation of these rules may be removed and stored without notice or permission of the vehicle's owner or operator or Owner. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code (formerly article 6701 g-2). The Owner is liable for all costs of towing illegally parked vehicles of the Owner, his family, guests or tenants.
- (c) Anti-theft Alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Property for more than three (3) minutes. Any vehicle violating the three (3)-minute rule shall be deemed to be illegally parked and subject to immediate towing by the Association under the Texas towing statutes, without prior notice to the vehicle owner or operator. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

- (d) Speed Limit. Because of narrow streets and limited sight distances, the speed limit for operation of all motor vehicles in North Rim is 15 mph.
- (e) Gate Access. Anyone who wishes to have gates left open for an open house, party or other gathering should contact the Association's Management Company. Requests must be made Monday through Friday between 9:00 a.m. and 4:00 p.m. at least two (2) business days, but not more than seven (7) business days, before the event. For example, for a party on Saturday, Sunday or Monday, requests must be made no later than 4:00 p.m. the previous Thursday.

In the event a 24-hour gate code is compromised by posting outside the gate, including at the gate call box (a rule violation which will result in a \$50.00 fine) or by providing it to workers or other third parties, the code will be canceled or, at the option of the owner, converted to a limited access daytime worker code.

The cost of gate programming for special events, for new codes, when required because a code is compromised, or for new residents at the time of purchase or lease will be \$25.00 per occasion. This charge is in addition to the fine for posting outside the gate.

- 3. Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration or Master Declaration. Unless expressly amended by this Fourth Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective upon recording in the Official Public Records of Travis County, Texas.

By our signatures below, we, the President and Secretary of the Association, acting in our official capacities for the Association, do hereby certify that this Fourth Amendment has been approved by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the Association in accordance with Section 209.0041, Texas Property Code, and has been approved by Members of the Association entitled to cast at least seventy percent (70%) of the votes of the Association in accordance with Section 8.02 of the Declaration. No governmental approval is required.

*[Signatures to follow.]*

THE ASSOCIATION:

North Rim Community, Inc.

By: *Dale J. Mischynski*  
Name: Dale J. Mischynski  
President

By: *Isabella Cunningham*  
Name: Isabella Cunningham  
Secretary

ACKNOWLEDGMENTS

THE STATE OF TEXAS

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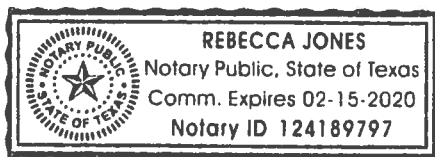
COUNTY OF TRAVIS

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This instrument was acknowledged before me on May 9, 2016, by Dale J. Mischynski, President of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



*Rebecca Jones*  
Notary Public Signature

THE STATE OF TEXAS

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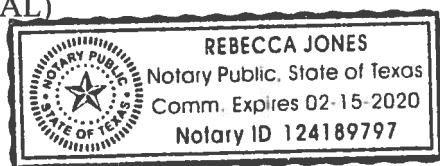
COUNTY OF TRAVIS

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This instrument was acknowledged before me on May 9, 2016, by Isabella Cunningham, Secretary of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



*Rebecca Jones*  
Notary Public Signature

AFTER RECORDING RETURN TO:

Bill Flickinger  
Willatt & Flickinger, PLLC  
2001 North Lamar  
Austin, Texas 78705

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

May 10, 2016 02:50 PM

2016072360

MORALES: \$46.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS