



### THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENTS HILLS SUBDIVISION

THE STATE OF TEXAS §  
§ KNOW ALL PERSONS BY THESE PRESENTS.  
COUNTY OF TRAVIS §

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Regents Hills (this "**Amendment**") is made to be effective the date set forth below by TOLL TX, L P , a Texas limited partnership ("Declarant")

#### RECITALS

A. By Regents Hills Declaration of Covenants, Conditions and Restrictions, recorded on February 6, 2001, under Document No. 2001018577 in the Official Public Records of Travis County, Texas (the "**Declaration**"), Declarant imposed certain covenants, conditions and restrictions upon Regents Hills Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No 200000336, Official Public Records, Travis County, Texas (the "Subdivision")

B The Declaration was amended by that certain "First Amendment to Declaration of Covenants, Conditions and Restrictions Regents Hills" (the "First Amendment") dated February 28, 2001, recorded under Document No. 2001032343, Official Public Records, Travis County, Texas, amending Section 2.1(d) of the Declaration, among other things.

C. The Declaration was further amended by that certain "Second Amendment to Declaration of Covenants, Conditions and Restrictions Regents Hills" (the "Second Amendment") dated August 22, 2001, recorded under Document No. 2001142229, Official Public Records, Travis County, Texas, amending Section 2.1(d) of the Declaration, among other things

B. Section 6.2(a) of the Declaration provides that Declarant may amend the Declaration so long as Declarant holds at least one (1) Lot in the Subdivision and an instrument is executed and acknowledged by Declarant setting forth the amendment, and an instrument executed by the President and Secretary of the Board of the Association (as defined in the Declaration) certifying Declarant had the requisite number of Lots.

C Declarant holds at least one (1) Lot in the Association.

D. As shown by **Exhibit A** attached hereto and incorporated herein for all purposes, the President and Secretary of the Board have certified that Declarant has the requisite number of Lots required in Article 6, Section 6.2(a) to execute this Amendment.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby confirms and agrees as follows:

1. There appears a typographical error in the Declaration whereby Section 2.1 of Article 2 was inadvertently labeled as Section 1.1. Article 2, Section 1.1 is hereby amended to read Article 2, Section 2.1.
2. Section 2.6 of the Declaration is hereby amended to add the following thereto

The Declarant, the Association, and their respective authorized representatives, shall be entitled to remove any unauthorized signs without notice to the owner or beneficiary of the sign or the Owner of the Lot on which the sign may be placed or located.

3. The Declaration is hereby amended to add Section 4.5(g) thereto as follows:  
(g) To establish rules as necessary, including, but not limited to, rules governing the use of the Common Area, including, but not limited to, traffic controls and speed limits on the private roads within the Subdivision (collectively the "Rules").
4. The Declaration is hereby amended to add Article VII thereto as follows:

## VII FINES

7.1 Fines. The Board may assess fines against an Owner for violations of the restrictions or standards of conduct contained in this Declaration, the Bylaws or the Rules committed by an Owner, an occupant of the Owner's dwelling, or the Owner or occupant's family, guests, employees, contractors, agents, tenants or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

7.2 Damage Charges The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, common elements or common facilities by the Owner or the Owner's family, guests, agents, occupants or tenants.

7.3 Notices and Schedule of Fines The Association manager shall have the authority to send notices to alleged violators informing them of the violations and asking them to comply with the Declaration, Bylaws and/or Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each case.

7.4 Procedure. The procedure for assessment of fines and damage charges shall be as follows:

- (a) The Association, acting through an officer, director, Board member or agent, must give the Owner certified mail, return receipt requested, notice of the fine or damage charge;
- (b) The notice of the fine or damage charge must describe the violation or damage;
- (c) The notice of the fine or damage charge must state the amount of the fine or damage charge;
- (d) The notice of a fine or damage charge must state that the Owner may, no later than thirty (30) days after receipt of the notice, request a hearing before the Board; and
- (e) The notice of a fine or damage charge must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. A reasonable time to cure is not necessary in a notice of damage charge.

7.5 Date Due. Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

7.6 Minimum Fine. The minimum fine for each violation shall be \$25.00. Fines may be assessed for each day of violation.

7.7 Amendment of Procedure. The Board may amend this fining procedure by Rule as necessary to comply with state or local law.

5. The Declaration, as amended previously amended and as amended hereby, remains in full force and effect.

Executed by the Declarant on the date below to be effective as of February 6, 2001.

**DECLARANT:**

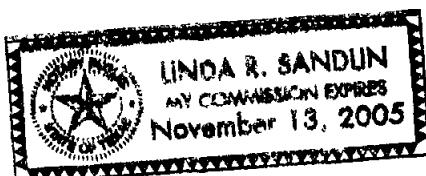
TOLL TX, L.P.

By: Toll TX GP Corp., a Texas corporation,  
General Partner

By: Randy Rollo  
Name: RANDY ROLLO  
Title: VICE - PRESIDENT

THE STATE OF TEXAS      §  
                                  §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on the 21<sup>st</sup> day of August, 2002, by  
Randy Rollo, Vice Pres. of Toll TX GP Corp, a Texas corporation, on behalf of  
of said corporation, as General Partner of TOLL TX, L.P., a Texas limited partnership, on behalf of  
said limited partnership.



Linda R. Sandlin  
NOTARY PUBLIC, State of Texas  
Print Name: \_\_\_\_\_

**AFTER RECORDING, RETURN TO:**

Trey Flournoy  
McCathern Mooty Buffington, LLP  
1710 W. 6<sup>th</sup> Street  
Austin, Texas 78703

## EXHIBIT A

### ACKNOWLEDGEMENT OF OFFICERS OF THE BOARD OF REGENTS HILLS HOMEOWNERS ASSOCIATION, INC.

The undersigned ("Affiants") hereby certify that Affiants are the duly elected and acting President and Secretary of Regents Hills Homeowners Association, Inc., a Texas non-profit corporation (the "Company"), and are authorized to execute and deliver this Certificate, and Affiants further certify as follows:

1. That Toll TX, L.P., a Texas limited partnership, did own the requisite number of Lots required under Article 6, Section 6.2(a) to make the Third Amendment to Regents Hills Declaration of Covenants, Conditions and Restrictions, to which this acknowledgement is attached

IN WITNESS WHEREOF we have set our hands this the 12 day of August, 2002.

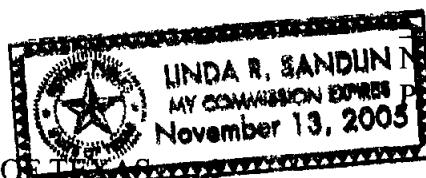
#### AFFIANTS:

  
Eric Mach  
President of the Board  
Regents Hills Homeowners  
Association, Inc.

  
Steve Krasoff  
Secretary of the Board  
Regents Hills Homeowners  
Association, Inc.

THE STATE OF TEXAS      §  
                                  §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on the 12<sup>th</sup> day of August, 2002, by Eric Mach, in his capacity as President of the Board of Regents Hills Homeowners Association, Inc.



THE STATE OF TEXAS      §  
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COUNTY OF TRAVIS      §

This instrument was acknowledged before me on the 12<sup>th</sup> day of August, 2002, by Steve Krasoff, in his capacity as Secretary of the Board of Regents Hills Homeowners Association, Inc.



Linda Krasoff  
NOTARY PUBLIC, State of Texas  
Print Name. \_\_\_\_\_

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS