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**RELEASE, VACATION, AND ABANDONMENT
TREEMONT HOMEOWNERS ASSOCIATION, INC.
PRIVACY WALL EASEMENT AND MASONRY FENCE EASEMENTS**
(Related to Lots 1, 2, 3, 4, 8, 9, 10, 11, & 12 Block A, Section 2, Treemont Phase B)

THE STATE OF TEXAS

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COUNTY OF TRAVIS

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area filed at Volume 8612, Page 661 of the Deed Records of Travis County, Texas (the "Original Declaration"); that certain First Amendment to the Declaration of Covenants Conditions and Restrictions for Treemont Residential Area filed at Volume 09188, Page 0082 of the Real Property Records of Travis County, Texas (the "First Declaration Amendment"); that certain Amendment, of Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area filed at Volume 11744, Page 1211 of the Real Property Records of Travis County, Texas; that certain Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area filed at Volume 12756, Page 727 of the Real Property Records of Travis County, Texas; that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area filed at Volume 12764, Page 0113 of the Real Property Records of Travis County, Texas; that certain Second Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area filed at Volume 12776, Page 0498 of the Real Property Records of Travis County, Texas; that certain Certificate filed at Volume 13019, Page 120 of the Real Property Records of Travis County, Texas, and feat certain Notice of Withdrawal of Land From the Provisions of Covenants, Conditions and Restrictions for Treemont Residential Area, filed at Volume 13068, Page 1853 of the Real Property Records of Travis County, Texas (cumulatively, along with any other amendments filed of record, the "Declaration").

Reference is further made to that certain Plat filed at Vol. 84, Pg. 144D - 145A in the Plat Records of Travis County, Texas (the "Plat").

Reference is further made to that certain Agreement Related to Fence Maintenance for Various Lots Located in the Treemont Residential Area, filed as Document No. 2008201269 the Public Records of Travis County (the "Fence Maintenance Agreement")

RECITALS

WHEREAS:

- I. The Declaration provides that owners of lots subject to the Declaration are automatically made members of the Treemont Homeowners Association, Inc. (the "Association");
- II. Lots 1, 2, 3, 4, 8, 9, 10, 11, & 12 Block A, Section 2, Treemont Phase B (the "Subject Lots") are governed by the Plat, and are specifically subject to the language contained in Note 4 of the Plat, which provides that the Subject Lots are subject to an easement of five feet that runs along certain property lines of the Subject Lots, as

shown on the Plat, in favor of the Association for purposes of constructing and maintaining a privacy wall (the "Privacy Wall Easement").

- III. The Subject Lots are also subject to and governed by the Declaration and are specifically subject to the language contained in Article III, Section 3.19(B)-(D), as added and amended in the First Declaration Amendment (the "Fence Restrictions"). In pertinent part, the Fence restrictions grant Declarant and his successors and assigns (i) an easement of ingress and egress across the Subject Lots for purposes of constructing a masonry fence (the "Masonry Fence Construction Easement"), and (ii) an easement of ingress and egress across the Subject Lots for purposes of modifying, maintaining, or repairing a masonry fence (the "Masonry Fence Maintenance Easement"). The Masonry Fence Construction Easement and the Masonry Fence Maintenance Easement are collectively referred to herein as the "Masonry Fence Easements".
- IV. The Fence Restrictions also require that no fence shall be constructed without the prior written consent of the Treemont Architectural Control Committee ("TACC") and the TACC may, in its sole discretion (i) prohibit the construction of any proposed fence, (ii) specify the materials of which any proposed fence be construction, and (iii) require any proposed fence be screened by vegetation or otherwise.
- V. The Fence Restrictions also stipulate that all iron fences constructed on the Subject Lots cannot be maintained, removed, or altered by an owner of a Subject Lot without approval of the TACC, and in some instances, depending on the lot, the neighboring Heritage Square Architectural Control Committee ("HSACC"), in addition to the TACC. The Fence Restrictions also stipulate, in pertinent part, that all wooden fences constructed on the Subject Lots cannot be maintained, removed or altered by an owner of a Subject Lot without approval of the TACC.
- VI. The owners of Lots 2, 3, 4, 8, 9, & 10, the Association, the Treemont Architectural Control Committee (the "TACC"), the Heritage Square Office Park Owners Association, Inc. (the "HSOPOA") and the Heritage Square Office Park Architectural Control Committee (the "HSOACC") entered into the Fence Maintenance Agreement on or about November 12, 2008 to modify the Fence Restrictions as they apply to Lots 2, 3, 4, 8, 9, & 10. The Fence Maintenance Agreement, in pertinent part, relinquishes the obligation to collect approval from the HSOACC for removal or deconstruction of fencing on certain lots, leaving the TACC with exclusive authority over the maintenance, construction, and deconstruction of all wood and/or iron fencing on the Subject Lots.
- VII. As of the date of this Document, while iron fencing and/or wooden fencing has been constructed within the easement areas of the Privacy Wall Easement and/or the Masonry Fence Easements on some of the Subject lots, neither a masonry fence nor a privacy wall has ever been constructed on any of the Lots by the Association or any other party.
- VIII. The owners of the Subject Lots and the Association are the only parties either expressly encumbered by or expressly granted a right/benefit by the Privacy Wall Easement and/or the Masonry Fence Easements.

- IX. Certain of the Subject Lot owners have expressed to the Association their wish to either remove or replace the fencing currently constructed on their lots and/or to construct their own privacy wall(s). The Association, in considering the wishes of the Subject Lot owners, recognizes that the need for the Association to hold the Privacy Wall Easement and the Masonry Fence Easements no longer exists as no masonry fence or privacy wall, as conceived by the applicable documents, was ever constructed.
- X. Accordingly, for purposes of promoting the Subject Lot owners' free use of land and so that they may pursue removal or replacement of the fencing currently constructed on their lots and/or to construct their own privacy wall(s) or fence(s), subject to all other requirements of the Declaration and any other applicable documents (including but not limited to the obligation to collect approval from the TACC prior to the removal or construction of any fences or walls on the Subject Lots), the Association now seeks to terminate the Privacy Wall Easement and Masonry Fence Easements or otherwise relinquish, waive, and abandon its rights in and to the Privacy Wall Easement and the Masonry Fence Easements.

NOW THEREFORE, the Association, to the fullest extent of its legal capacity to do so, by these presents does hereby **VOID, RELEASE, AND VACATE OR OTHERWISE ABANDON**, any and all rights and interests in the Privacy Wall Easement that are or have been granted to the Association, as shown on the Plat, so that the Privacy Wall Easement, as defined herein and shown on the Plat, is non-binding and unenforceable by the Association against the Subject Lots and any past, current or successor owner of the Subject Lots, with such actions to be binding on the Association for the benefit of the current Subject Lot Owners and all past and future owners of the Subject Lots.

FURTHER, the Association, to the fullest extent of its legal capacity to do so, by these presents does hereby **VOID, RELEASE, AND VACATE OR OTHERWISE ABANDON** any and all rights and interests in the Masonry Fence Construction Easement and the Masonry Fence Maintenance Easement, as described in paragraph 2 of Article III, Section 3.19(D) of the Declaration, so that these Masonry Fence Easements are non-binding and unenforceable by the Association against the Subject Lots and any past, current or successor owner of the Subject Lots, with such actions to be binding on the Association for the benefit of the current Subject Lot Owners and all past and future owners of the Subject Lots.

RESERVATION OF RIGHTS.

This release, termination, abandonment, and vacation of the Privacy Wall Easement, the Masonry Fence Construction Easement, and the Masonry Fence Maintenance Easement is binding upon the Association, its representatives, agents, successors and assigns.

However, save and except for the Associations' release, abandonment, and vacation of its rights and interests in the aforementioned three easements (including but not limited to the Association's rights to enforce the aforementioned three easements), nothing herein shall serve to release any of the Association's (or the TACC's) other rights, remedies, powers, or privileges under the Declaration, the Plat, the Fence Maintenance Agreement, or any other instrument invoked herein, **all of which are expressly reserved and preserved**. Further, save and except for the Associations' release, abandonment, and vacation of its rights and interests in the {W1186063.2}

aforementioned three easements (including but not limited to the Association's rights to enforce the aforementioned three easements), nothing herein shall serve to release any of the Association's (or the TACC's) other contractual, legal, or equitable rights, powers, remedies, and privileges, **all of which are expressly reserved and preserved.**

As part and parcel to this reservation of rights, and for purposes of clarification, nothing herein shall serve to release the Subject Lot owners, or any other lot owner subject to the Declaration, from complying with all other provisions of the Declaration, including but not limited to:

- i. the obligation to collect TACC approval should a lot owner seek to alter, remove, or construct any improvements (including but not limited to fences and/or walls) on any of the Subject Lots, pursuant to Article III, Sections 3.07 and 3.09 of the Declaration;
- ii. the obligation to collect TACC approval should a lot owner seek to construct any fences on any of the Subject Lots pursuant to Article III, Section 3.19(A) of the Declaration;
- iii. The obligation to adhere to or install any fence screening or vegetative barriers imposed by the TACC pursuant to Article III, Section 3.19(A) of the Declaration;
- iv. The obligation to adhere to the Oak Tree Protection provisions of the Declaration listed in Article III, Section 3.22(A)-(E) of the Declaration; and
- v. The obligation of the owners' of Subject Lots 9 and 10 to insure the fencing along the northern boundary of such lots is of a consistent design and appearance pursuant to Section 3 of the Fence Maintenance Agreement.
- vi. The obligation to adhere to the any and all landscaping obligations imposed by the Plat, the Declaration, or any other duly executed instrument that may govern a Subject Lot or Lots.

The foregoing list is not exhaustive of the obligation of the Subject Lot Owners, and is provided merely for the purpose of clarifying the scope and limitations of this RELEASE, VACATION, AND ABANDONMENT document.

This document does **not** in any capacity serve to amend the Declaration and/or the Plat. To the extent this document modifies the rights and remedies available under the Declaration and/or the Plat, this document shall merely constitute a vacation, waiver, release, and/or abandonment of the rights and remedies available to the Association, and only the Association, under Note 4 of the Plat (i.e. the Privacy Wall Easement) and under paragraph 2 of Article III, Section 3.19(D) of the Declaration (i.e. the Masonry Fence Easements).

EXECUTED TO BE EFFECTIVE the 30th day of JULY, 2025.

TREEMONT HOMEOWNERS ASSOCIATION
INC., a Texas nonprofit corporation

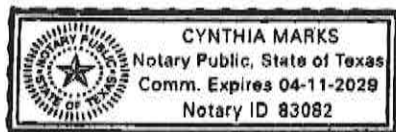


Daniel T. Hodge
President and Authorized Representative of the
Board of Directors.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30th day of JULY, 2025,
by Daniel T. Hodge, as President and Authorized Representative of the Board of Directors of the
Treemont Homeowners Association, Inc., a Texas nonprofit corporation, for the purposes
contained herein.

(seal)





Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Walter W. Cardwell IV
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701