

FILM CODE

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JOC. NO.

91034066

AMENDMENT TO DECLARATION
OF

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPICEWOOD POINT TOWNHOME

STATE OF TEXAS

(

12:09 PM 0169

7.00 INOX,
1 4 04/26/91
910340:66-DOC:
43.19-CMX

(

COUNTY OF TRAVIS

(

WHEREAS, Spicewood Point is a condominium project in Travis County, Texas, according to the Declaration of Covenants, Conditions and Restrictions of record in Volume 7606, Page 769, Condominium Platt Records of Travis County, Texas; and,

WHEREAS, all of the condominium units within said condominium project are owned by members of Spicewood Point Townhomes Homeowner's Association, a Texas corporation; and,

WHEREAS, at a meeting of the members of said Spicewood Point Townhomes Homeowner's Association, duly held in accordance with the Bylaws of said Association on January 20, 1991, at which meeting a quorum of members was present, the members of the Association, by a vote in excess of 69% of the membership of said Association, voted to file an amendment to the Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That pursuant of the Declaration of Covenants, Conditions and Restrictions of Spicewood Point Condominium and the Bylaw of Spicewood Point Homeowner's Association; the members of Spicewood Point Homeowner's Association, acting herein by and through the undersigned officer of said Association, Herein by through the undersigned officer of said Association, hereby files the following amendments to the Declaration of Covenants, Conditions and Restrictions of said Association:

Section 5.12, page 29, is amended to hereafter read as follows:

"5.12 Non Payment of Assessments. Any assessments not paid on the date when due, shall be immediately delinquent and hereinafter shall, to the full extent permitted by law, bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, water shall be turned off serving owner's condominium, and a lock shall be placed on such turnoff valve until the assessment is paid. Provided, however, the above remedy may not be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the amount of such assessment interest is provided and all cost incurred in termination of water service."

All other provisions of the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect as written

EXECUTED this the 12th day of April, 1991.


Spicewood Point Townhomes Homeowner's Association

By: Jessie Amos
Jessie Amos, President

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

This instrument was acknowledged before me on the
12th day of April by Jessie Amos, President of Spicewood
Point Townhome Homeowner's Association of Texas corporation,
for such Association.

Linda G. Price

Notary Public in and for Travis County
 LINDA G. PRICE
Notary Public, State of Texas
My Commission Expires Sept. 22, 1992

(Print Name of Notary)
My commission expires: _____

FILED
1991 APR 26 PM 12:07
DANA DE BEAUVEN
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the day and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of the
proper RECORDS of Travis County, Texas, as
APR 26 1991

 *Linda G. Price*
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:
Spicewood Point Townhomes
Homeowner's Association
c/o Executive Directors & Co.
P. O. Box 50033
Austin, Texas 78763

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and change were pointed
out at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11424 0585

*This document is being re-recorded
to correct the Volume and Page of
the Declaration of Covenants, Conditions
and Restrictions.

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FILM CODE

DOC. NO.

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AMENDMENT TO DECLARATION
OF

9:45 AM 5673

00004901768

2 3 7.00 IMOX
12/01/92

COVENANTS, CONDITIONS AND RESTRICTIONS
OF

7:45 AM 5673

2 3 3.00 RECH
12/01/92

SPICEWOOD POINT TOWNHOME

STATE OF TEXAS

X

12:09 PM 0169

7.00 IMOX
1 4 04/24/91

X

910340.66-DOC#

COUNTY OF TRAVIS

X

43.19-CM#

WHEREAS, Spicewood Point is a condominium project in Travis
County, Texas, according to the Declaration of Covenants,
Conditions and Restrictions of record in Volume 7606, Page 763,
Condominium Platt Records of Travis County, Texas; and,

113.37-CM#
921178.77-0504

WHEREAS, all of the condominium units within said condo-
minium project are owned by members of Spicewood Point Townhomes
Homeowner's Association, a Texas corporation; and,

WHEREAS, at a meeting of the members of said Spicewood
Point Townhomes Homeowner's Association, duly held in accordance
with the Bylaws of said Association on January 20, 1991,
at which meeting a quorum of members was present, the members
of the Association, by a vote in excess of 69% of the membership
of said Association, voted to file an amendment to the Declarat-
ion of Covenants, Conditions and Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That pursuant of the Declaration of Covenants, Conditions
and Restrictions of Spicewood Point Condominium and the Bylaw
of Spicewood Point Homeowner's Association, the members of
Spicewood Point Homeowner's Association, acting herein by
and through the undersigned officer of said Association,
Herein by through the undersigned officer of said Association,
hereby files the following amendments to the Declaration
of Covenants, Conditions and Restrictions of said Association:

REAL PRO. RECORDS
TRAVIS COUNTY, TEXAS

11823 2319

REAL PRO. RECORDS
TRAVIS COUNTY, TEXAS

11823-2319

Section 5.12, page 29, is amended to hereafter read as follows:

"5.12 Non Payment of Assessments. Any assessments not paid on the date when due, shall be immediately delinquent and hereinafter shall, to the full extent permitted by law, bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, water shall be turned off serving owner's condominium, and a lock shall be placed on such turnoff valve until the assessment is paid. Provided, however, the above remedy may not be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the amount of such assessment interest is provided and all cost incurred in termination of water service."

All other provisions of the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect as written

EXECUTED this the 12th day of April, 1991.

Spicewood Point Townhomes Homeowner's Association

By: Jessie Amos

Jessie Amos, President

RECORDS
TRAVIS COUNTY TEXAS

11023 2320

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

11023 2320

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

This instrument was acknowledged before me on the
12th day of April by Jessie Amos, President of Spicewood
Point Townhome Homeowner's Association of Texas corporation,
for such Association.

Linda G. Price

Notary Public in and for Travis County



LINDA G. PRICE, Notary Public, State of Texas
My Commission Expires Sept. 20, 1992

(Print Name of Notary)

My commission expires: _____

FILED
1991 APR 26 PM 12:07
DANA DE BEAUVILLE
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the hour stamped herein by me, and
this day it COMPLETED, in the Volume and Page of the
Recorded RECORDS of Travis County, Texas, are

APR 26 1991



COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:
Spicewood Point Townhomes
Homeowner's Association
c/o Executive Directors & Co.
P. O. Box 50033
Austin, Texas 78763

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockwork, signatures and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11823 2321

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11-124-0585

Agreement dated May 1983, between American Televison and Communications Co. Austin Cablevision of Austin ("Cablevision") and Solowood Associates ("Owner"). In consideration of the sum of \$1000.00, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Property. Owner owns an apartment in 2019 Spicewood Springs Road (the "Premises"). The Premises is described as 7.5 units, including any additional units, added in the future (the "Premises"). The Premises, if necessary, to provide a complete legal description of the Premises.

2. Cable System. Cablevision agrees to install a cable television system in Austin and to a franchise issued by the City of Austin. Cablevision will design, install, repair and maintain equipment (the "Equipment") necessary to furnish cable television service to the Premises. The Equipment shall at all times remain the property of Cablevision and maintenance of the Equipment will be provided by Cablevision in accordance with the provisions of the Franchise. Arrangements for hooking up, service and billing individual residents of the Premises will be made directly between Cablevision and such residents.

3. Equipment. Owner hereby grants to Cablevision an unrestricted right in gross covering routing, necessary for the installation of the Equipment hereunder. In connection with the initial wiring, Owner shall provide access to the Premises so that Cablevision may install equipment, make cable service, or maintain or remove the Equipment.

4. Damage to Premises or Equipment. Any damage to the Premises caused by Cablevision, its agents, or employees, will be repaired by Cablevision. Any damage to the Equipment caused by Owner, its agents, employees or tenants, will be promptly repaired to the reasonable satisfaction of Cablevision at Owner's expense. Owner will take reasonable precautions to notify its agents, employees or tenants of the location of the Equipment. Owner shall hold harmless and indemnify Cablevision from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents, employees, or tenants, except loss or damage arising from any theft, act or omission of Cablevision, its agents or employees. Cablevision shall hold harmless and indemnify Owner from and against any and all damage or claims for damage asserted by reason of Cablevision's construction and maintenance of the cable system, except loss or damage arising from any negligent act or omission of Owner, its agents, employees, or tenants.

5. Interference. Cablevision may, at its option, willow or modify any audio or video system presently in use on the Premises if necessary to facilitate distribution of Cablevision's service. If any such system interferes with Cablevision's service hereunder, Owner will remove or repair the system at Owner's expense in order to eliminate such interference. Owner agrees not to install or to permit the installation of any other audio, video, or signal amplification system for use in connection with television or radio equipment which might interfere with the services provided by Cablevision, without the express written consent of Cablevision.

6. Term. This Agreement shall continue for the duration of the Franchise, and any extensions thereof. Unless Cablevision shall earlier determine that it is technically or economically impractical to continue to provide service hereunder, if Owner sells, transfers or encumbers the Premises, such sale or encumbrance will be made subject to the terms of this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of Travis County, Texas.

7. Assignment of Equipment. Upon any termination hereof, Cablevision, at its option, may remove any or all of the Equipment from the Premises, and Owner shall grant Cablevision reasonable access for such removal.

8. Miscellaneous Provisions. Cablevision shall not be liable for any failure to perform hereunder arising from causes beyond its control. The agreement may not be amended except by an agreement in writing signed by the parties. This agreement shall be governed by the laws of the state of Texas.

9. Other Provisions (Use attachments if necessary).

Cablevision: James B. Burt Owner: Dick L. Simmons
By: James B. Burt Title: Vice President Operations
Attest: James B. Burt Title: Witness or Attest
State of Texas County of Travis NO SEAL
On July 1, 1983 before me, a Notary Public in and for said County and State, personally appeared James B. Burt known to me to be the Vice President Operations of American Televison and Communications Co. and acknowledged to me that they executed this document on behalf of said corporation.
Witness my hand and official seal.
Notary Public: Rick Guerrero
my commission expires 11/6/87

On May 18, 1983 before me, a Notary Public in and for said County and State, personally appeared Dick L. Simmons known to me to be the Owner of Solowood Associates and acknowledged to me that they executed this document on behalf of said corporation.
Witness my hand and official seal.
Notary Public: Sammie N. Milligan

NOTARY SEAL

FILED

SEP 23 10 37 AM '83

NOTARY SEAL

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, as shown below by me, on

SEP 23 1983



County Clerk
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

DEED RECORDS
Travis County, Texas

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