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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR CANYON RIDGE PHASE A, SECTION THREE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THAT WHEREAS, THE BEARD FAMILY PARTNERSHIP, L.P., (herein referred to as "Declarant") is the owner of all that certain real property located in Travis County, Texas, as more fully described in Exhibit "A", said property being hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to convey the Property or portions thereof subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter described; and

WHEREAS, Declarant desires to adopt and establish the following declarations, covenants, conditions and restrictions to apply to the use, improvement, occupancy and conveyance of the Property, and each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall be deemed to have been executed, delivered and accepted subject to the following restrictions, covenants and conditions (regardless of whether or not such conditions, covenants and restrictions are set out in full or by reference in such contract or deed;)

NOW, THEREFORE, Declarant does hereby declare that all of the Property shall be held, sold, used, developed, occupied and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Property and shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in or to the Property or any portion thereof, and it is further declared that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall be deemed to have been executed, delivered and accepted subject to the following restrictions, covenants and conditions.

ARTICLE I: -

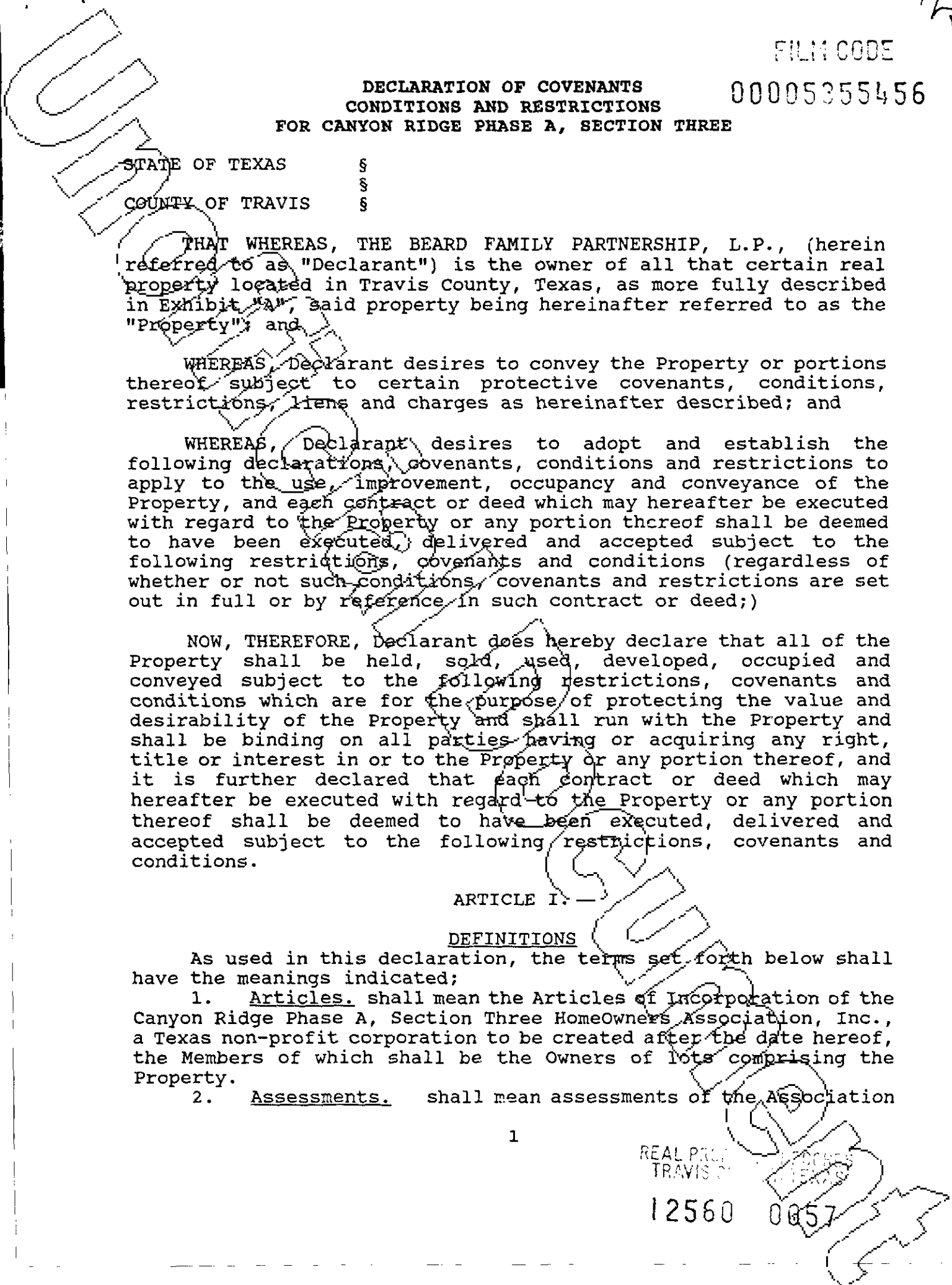
DEFINITIONS

As used in this declaration, the terms set forth below shall have the meanings indicated;

1. Articles. shall mean the Articles of Incorporation of the Canyon Ridge Phase A, Section Three HomeOwners Association, Inc., a Texas non-profit corporation to be created after the date hereof, the Members of which shall be the Owners of lots comprising the Property.
2. Assessments. shall mean assessments of the Association

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(as hereinafter defined) and includes regular annual assessments and special assessments.

3. Board. shall mean the board of directors of the Association.

4. Bylaws. shall mean the Bylaws of the Association.

5. Declarant shall mean THE BEARD FAMILY PARTNERSHIP, L.P., its successors or assigns, provided such successors or assigns are designated in writing by the preceding declarant.

6. Lot(s) shall mean any lots within the Property.

7. Maintenance Fund shall mean any accumulation of assessments collected by the Association for the continued maintenance, repair and operation of any soil retention dry stack wall, and such other improvements as may hereafter be approved by the Board, located within any street right of-way or utility or drainage easement.

8. Member shall mean any person who is a member of the Association, as more particularly described in Article III, Section 2, below.

9. Mortgage shall mean any mortgage or deed of trust given to secure the payment of a debt granted by an owner in, to or against a Lot.

10. Mortgagee shall mean the person who holds a Mortgage as security for the repayment of a debt.

11. Owner shall mean any person, partnership, corporation or other entity who owns title to a Lot within the Property.

12. Dry stack wall shall mean the wall built on the Property for the purpose of retaining the soil from washing into the creek and or holding the soil in place adjacent to sidewalks or streets.

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY OF THE PROPERTY

1. Each lot or tract in this subdivision shall be used for private residential purposes and no business, professional or other commercial activity of any type shall be operated from or out of any lot within the Property or any improvements located thereon. Moreover, no owner shall use or permit such Owner's Lot or any improvements located thereon to be used for any purpose which would (i) constitute a public or private nuisance, as determined by the Architectural Control Committee in its sole discretion; (ii) constitute a violation of any applicable law, ordinance, rule or regulation; or (iii) interfere unreasonably with the use and occupancy of other Lots within the Property owned by other Owners.
2. Each Owner shall maintain such owner's lot or lots in good order and repair at all times, including any and all improvements located thereon. If any Owner shall fail to so maintain his lot and improvements, the Association shall have the right, but not the obligation, to perform such work as is necessary to put such lot into good order and repair, and the

cost thereof shall be deemed a debt of such owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as Assessments, as set out in Article IV, Section 4 below.

3. No lot within the Property shall be further divided or subdivided, nor may any easement or other interests less than the entirety of such lot be conveyed by the owner thereof that the prior written approval of the Board; provided, however, that nothing in this section shall pertain to lots within the property owned by Declarant. Nothing herein shall be deemed to require the approval of the Board for the transfer or sale of any lot in its entirety, including improvements thereon, or for the grant of any mortgage on any lot.
4. No rubbish or debris of any kind, including weeds, brush or material of any other nature deemed to be rubbish or debris by the Architectural Control Committee, shall be placed or permitted to remain upon any lot within the Property so as to render any such lot or portion thereof unsanitary, unsightly, offensive or detrimental to any other lot within the Property or to the Owners of any other lots within the Property. The Architectural Control Committee shall determine what constitutes rubbish and debris and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental, and the decision of the Architectural Control Committee as to such matters shall be final and binding on all parties. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view.
5. No tent, shack or other temporary building, improvement or structure shall be placed upon any lot within the property, nor shall any mobile homes, travel trailers or recreational vehicles be parked or placed upon any portion of the Property so as to be visible from adjoining or from public or private thoroughfares for a period in excess of forty-eight (48) hours; provided, however, that nothing herein contained shall prohibit temporary buildings from being located on a lot during and in connection with the construction of improvements on a lot, provided that the Architectural Control Committee's prior written approval has been obtained, nor shall this paragraph be deemed to prohibit Declarant from placing a temporary building on a lot in connection with the sale of lots.
6. All dwellings shall be of recognized standard construction, with a minimum of 85% masonry. The main dwelling erected on any lot, shall cover not less than 2,200 square feet of floor area, exclusive of garage, decks and porches. Ornamental structures, fences and walls are permitted, subject to prior approval in writing of the Developer, or in the alternative, by the Architectural Control Committee. Roofs: shall be tile, weathered wood Timberline high quality composition, if metal must be non-glare surface, all other surfaces must be approved

by the Architectural Control Committee. Garages: It is highly recommended that all builders and home owners design their homes in such a manner that the garage doors are not visible from the street immediately in front of the house, this means side or rear entry garages where possible.

7. No structure shall, unless first approved by the Architectural Control Committee of the Board, be located or erected on any lot nearer to the front lot line than twenty-five (25) feet; nearer to any side lot line than five (5) feet, except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet; or nearer to the rear lot line than twenty (20) feet.

No fence, wall or hedge more than four (4) feet in height shall be maintained forward of the forward most point of the main dwelling, excluding carports and chimneys. No outside antennae, aerial or guy wires of any type shall be erected or maintained on any portion of any lot, except satellite dishes which should be placed on the rear of the building subject to Architectural Control Committee approval.

8. All notices relating hereto shall be deemed to have been properly sent to any owner or occupant of a lot when mailed, postage prepaid, to the street address of the owner's or occupant's lot.

9. No cattle, hogs, poultry, horses or other animals shall be kept, raised, bred or maintained on any Lot except for a reasonable number of generally recognized domestic house or yard pets, and then solely for domestic and not commercial purposes. The Architectural Control Committee shall have a right, in its sole discretion, to determine what is a reasonable number of pets, and what is generally recognized to be a domestic, yard or house pet.

ARTICLE III THE ASSOCIATION

1. The Association is a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law and set forth in its Articles and Bylaws. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2. All Owners of lots within the Property shall automatically be members of the Association; provided, however, that no person shall be a member merely by reason of Ownership of any easement upon or across any portion of the Property or by reason of Ownership of any mortgage upon or against all or any portion of the property. Membership in the Association may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except in connection with any transfer of fee simple title to a lot or lots within the Property, and then only to the

transferee of such fee simple title. Any attempt to make a prohibited severance, transfer, pledge, or alienation shall be void. If there is more than one owner of a lot, then such Owners shall designate one of their number as the member of the Association, which designation shall be made in writing to the board. After an owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. In the event that such Owners are unable to agree upon one of their number to be designated as the member of the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

3. Any books, records, financial statements and budgets maintained by the Association and relating to the Property shall be made available for inspection by Owners during normal business hours.

4. The initial Board of the Association shall be James L. Beard, Nancy Cochran, and James Graham. Such Board shall serve until the first Board is elected by the Members. The actual date of the election of the first Board by the Members is sometimes referred to herein as the "Election Date". After the Election Date, elections shall be held as set forth in the Bylaws. The Board shall also meet as set forth in the Bylaws. Three members of the Board shall serve as the Architectural Control Committee.

5. Each Member of the Association, including Declarant, shall have one vote for each lot owned by such owner within the Property. Any owner may give a revocable written proxy to any person authorizing such person to cast the owner's votes on any matter to be voted on by members of the Association. Such written proxy must be in such form as prescribed by the Bylaws and shall not be valid unless filed with the secretary of the Board, in the manner required by the Bylaws. In no event shall such a proxy be valid for a period greater than eleven (11) months.

6. There shall be an annual meeting of the members of the Association at such reasonable place and time as may be designated in the Bylaws. No notice need be given of any annual meeting held at the time and place specified in the Bylaws, but the Board shall have the power to designate a different time and place for any annual meeting and to call a meeting of the members for any other purpose and in such case written notice of the meeting shall be delivered to each member not less than ten (10) nor more than fifty (50) days prior to the date fixed for this meeting.

7. The presence at any meeting, in person or by proxy, of members entitled to vote at a majority of the total votes outstanding and not suspended shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may adjourn the meeting to

a time not less than 24 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may then be taken by a vote of a majority of the votes present at the adjourned meeting.

8. Subject to and in accordance with this declaration, the Association, acting through the Board, and its officers shall have and perform each of the following duties:

(a) To pay all real and personal Property taxes and other taxes and assessments levied upon or with respect to any Property owned by the Association.

(b) To collect assessments, to administer the Maintenance fund to provide for the maintenance, repair, preservation and protection of all Property owned and held by the Association;

(c) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the functions of the Association;

(d) To make, establish and promulgate, amend, repeal and reenact rules and regulations pertaining to the use, occupancy and improvement of the Property, so long as such rules and regulations are not in conflict with this Declaration.

(e) To enforce on its own behalf and on behalf of all Owners, this declaration, as a beneficiary of such covenants, conditions and restrictions and as assignee of Declarant, and to perform all other acts as may be reasonably necessary to enforce any of the provisions of this Declaration. The Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration.

(f) In general, to carry on any other business in connection with the foregoing and to have and exercise all the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act, and to do any and all things set forth above to the same extent as natural persons might or could do those things.

(g) To levy assessments as provided in Article IV, to provide for the repair, maintenance and upkeep of the dry stack wall and its related improvements and appurtenances, and to carry out any of the other powers or duties granted to the Association in this declaration or in its Articles and bylaws.

(h) To indemnify Declarant or any successor of Declarant, an any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of

the association, or as a result of any act performed pursuant to this Declaration, such indemnification to indemnify and hold such persons harmless against all expenses, including attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding if it is found and determined by the Board or a court that (i) he or she acted in good faith in a manner reasonably to be in the best interest of the Association, or (ii) he or she had no reasonable cause to believe his or her conduct was unlawful.

9. Items presented to the Board shall be decided by a majority vote of the members of the Board present.

10. Each member of the Board shall hold such position until his or her term has expired, and additionally until his or her successor has been duly elected and qualified, or until he or she has resigned or been removed from such position.

11. The initial Board shall serve until the earlier of (i) the date that Declarant no longer owns an interest in any lot, or (ii) December 31, 1997. After such time, the Members of the association shall elect the members of the Board by a majority vote at annual meetings of the Members of the Association, as specified in the Bylaws.

ARTICLE IV MAINTENANCE FUND

1. Each Owner shall contribute to the Maintenance Fund a pro rata portion of the general annual maintenance and administrative expenses of the Association, to be applied toward the expenses and administration of the Association. Each Owner's pro rata portion shall equal a fraction, the numerator of which is the number of Lots owned by such Owner and the denominator of which is the total number of Lots located within the Property. The maintenance and administrative expense charges shall be assessed to the Owners in the manner hereinafter set forth. No Owner or lot is or shall be exempt from such obligation.

2. Upon formation of the Association, the initial Board shall meet and establish a budget for the operation and maintenance of the Association for that portion of the fiscal year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses. The budget shall contain a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements. After the adoption of this initial budget, the Board shall meet in the last quarter of each fiscal year to establish such a budget for the following fiscal year. Copies of each budget shall be maintained by the Association and made

available for inspection by Owners. After each budget is adopted by the Board, the Board shall determine the maintenance and administrative expense charge allocable to each Owner, such allocation to be made based upon the Lots owned by each owner within the Property as described above. Each owner shall be obligated to pay monthly, in advance, one-twelfth of the portion of the maintenance and administrative expense charge so allocated to such Owner.

3. If the Board at any time, or from time to time, determines that the maintenance and administrative expense charge assessed for any period is insufficient to provide for the continued operation of the Association and the maintenance of Association property, including the dry stack wall, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the continued maintenance, operation and repair of the wall and the Association. Without limiting the generality of the foregoing, special assessments may be made because of casualty, condemnation or other loss or to make up for any deficiencies caused by non-payment of maintenance and administrative expense charges by Owners. Prior to the Election Date, special assessments may be made by the Board. After the Election Date, no special assessments shall be effective unless approved by at least a majority of the votes of the Members in the Association.

4. The portion of the maintenance and administrative expense charge assessed against each Owner shall be due and payable in advance on the first day of January during the year for which the maintenance and administrative expense charge in question has been assessed. Any amount not paid by the 30th day of January shall be deemed delinquent, and, and shall bear interest at the rate of 18% per annum thereafter until paid. To secure payment of the maintenance and administrative expense charges, and any other debt or obligation owed by the Owner to the Association, a vendor's lien and superior title to each Lot shall be, and hereby is, retained and reserved by and in favor of the Association, which vendor's lien and superior title shall be enforceable through appropriate judicial proceedings by the Association, and such vendor's lien and superior title may be enforced by foreclosure by the Association on the defaulting Owner's Lot in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such foreclosure proceedings, the cost and expenses for filing notices and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Lot during the period of foreclosure and the Association shall be entitled to have a receiver appointed to collect the same. The vendor's lien and superior title herein retained and reserved shall be subordinate in all respects to any Mortgage recorded prior to the time that any delinquent payments were due. Sale or transfer of any Lot shall not affect the vendor's lien and superior title

herein reserved and retained; provided, however, that the sale or transfer of any Lot pursuant to a foreclosure sale under any Mortgage, or the acceptance by any mortgagee of a deed in lieu of foreclosure thereon, shall extinguish the maintenance and administrative expense charge payments thereof due and owing prior to such sale or transfer and the vendor's lien and superior title securing same. The maintenance and administrative expense charge shall also be the personal obligation of each Owner, and no sale or transfer shall relieve such Owner from liability for delinquent maintenance and administrative expense charges previously assessed, nor shall any such sale or transfer relieve the subsequent Owner from his obligation for the payment of future assessments. In addition to the vendor's lien and superior title herein reserved and retained, there is also hereby placed upon each Lot within the Property a lien to secure the payment of the maintenance and administrative expense charge. In the event of non-payment by any Owner of such Owner's portion of the maintenance and administrative expense charge, the Association may (except in the situation regarding Mortgagees as set forth above in this paragraph), upon ten (10) days prior written notice to the non-paying Owner, pursue any remedy available at law or in equity in addition to or in lieu of the remedies set forth above.

5. Maintenance and administrative expense charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Association, and to enable the Association to carry out its duties and obligations as set forth hereunder and in the Articles and Bylaws of the Association.

ARTICLE V INSURANCE

Each Owner shall be responsible, at such Owner's sole cost and expense, for insuring his or her Lot, and all of the improvements, fixtures and other property located thereon, such property not being covered by the policy or policies to be purchased by the Association.

ARTICLE VI AMENDMENTS TO THE DECLARATION

1. The provisions of this declaration may be amended at a meeting of Owners if such amendment is approved by Owners holding at least sixty-seven percent (67%) of the total Lots located within the property. All amendments hereto shall be made and effectuated subject to the following provisions:

- (a) Written or printed notice stating the place, date and time of the meeting and setting forth the proposed amendment shall be delivered to each Owner not less than ten (10) days before the date of such meeting.
- (b) The proposed amendment must be adopted upon a

favorable vote of Owners holding and owning at least sixty-seven percent (67%) of the number of Lots located within the Property, which votes may be cast in person or by proxy.

(c) The amendment must be executed and verified by the president or vice president of the Association and by the Secretary of the Association, and shall include a statement setting forth (i) the date of the meeting at which the amendment was adopted; (ii) that a quorum was present at such meeting; and (iii) that the amendment was approved by Owners owning and holding at least sixty-seven percent (67%) of the total number of Lots located within the Property.

(d) The amendment must be approved in writing by at least fifty-one percent (51%) of those persons or entities holding mortgages against Lots within the Property representing first liens upon and against such Lots.

(e) The amendment shall be recorded as an amendment to this declaration in the Real Property Records of Travis County, Texas.

(f) Notwithstanding anything contained herein to the contrary, an amendment may be approved without a meeting if a unanimous consent is executed in writing, setting forth the proposed amendment, so long as it is signed by Owners representing all of the Lots within the Property. In such event, the amendment shall include a statement that such amendment was adopted by consent in writing by Owners owning all of the Lots within the Property.

ARTICLE VII
MISCELLANEOUS

1. In the event of the invalidity, partial invalidity or unenforceability of any provision of this declaration, such provision shall be deemed stricken from this declaration and the remainder of this declaration shall remain in full force and effect.

2. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions of this declaration by an action at law or in equity. Failure by the Board or any Owner to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions of this declaration, and particularly shall not be deemed to be a waiver of any subsequent or further breach or failure to adhere to the terms of this declaration.

3. The terms and provisions of this declaration shall be deemed to be covenants running with the Property and shall be binding upon Declarant, the Owners, and their heirs, legal representatives, successors and assigns.

4. Whenever the context of this declaration so requires, the singular shall include the plural, and plural shall include the singular, and any gender shall include all other genders.

5. If any parties hereto, or any of them, or their heirs or assigns, shall violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real Property situated in said subdivision, or any committee as provided herein or hereafter to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages or other obligations for such violation including injunctive relief.

EXECUTED THE 7 day of November, 1995.

Return To:

D. Z. BIRD
1801 LAVACA #104
Austin TX 78701

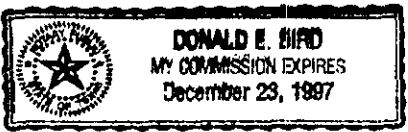
THE BEARD FAMILY PARTNERSHIP, L.P.
a Texas Limited Partnership

[Signature]
JAMES L. BEARD, President of
L.H.B., INC. General Partner

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 1st day of November, 1995, by JAMES L. BEARD, the duly authorized President of L.H.B. Inc., the General Partner of THE BEARD FAMILY PARTNERSHIP, L. P.

[Signature]
Notary Public, State of Texas



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DANA DE BEAUVOIR
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 time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

NOV 7 1995



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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