

1528

FILM CODE
00005688925

FIRST AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EDWARD'S MOUNTAIN

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDWARD'S MOUNTAIN (the "First Amendment") is made effective February 10th, 1998, by BLUEBONNET MOUNTAIN, LTD., a Texas limited partnership (the "Declarant"), and EDWARD'S MOUNTAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"),

W I T N E S S E T H:

A. Declarant and other Owners (as that term is defined in the Declaration) are the record owners of certain real property located in Travis County, Texas, which is subject to that certain Covenants, Conditions and Restrictions for Edward's Mountain (the "Declaration") recorded in Volume 12124, Page 1252, Real Property Records of Travis County, Texas;

B. Declarant, the Association (as that term is defined in the Declaration) and the Owners desire to amend the Declaration as hereinafter set forth, and such amendment has been approved pursuant to Section 9.02(B) of the Declaration; and

C. This First Amendment is being executed by Declarant and the Association to confirm such amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows, which amendment shall run with the Property, shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Except as expressly otherwise provided herein, all capitalized terms shall have the meanings set forth in the Declaration, and all provisions of the Declaration are hereby confirmed and shall continue in full force and effect.

2. Section 4.05 of the Declaration is amended to read as follows:

4.05 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area granted to the

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13125 0676

Association for maintenance, by or with the consent of Declarant and (iii) have the right, but not the obligation, to maintain the drainage easement areas if the party(ies) primarily responsible for maintaining such areas fails to do so, as contemplated in Section 2.27 and/or Section 7.03 herein. Notwithstanding any provision in this Declaration to the contrary, neither the Association nor Declarant shall have any obligation to undertake any such maintenance, or any liability with respect to the failure to do so or any maintenance so undertaken; and nothing in this Section shall relieve or diminish the obligations and liabilities of the party(ies) primarily responsible for such maintenance.

3. Section 7.03 of the Declaration is amended to read as follows:

7.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow ("Drainage Easements"), as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Subject to the terms of Section 2.27 above (and the obligation of the City of Austin to undertake and perform certain maintenance), each Owner further covenants and agrees (a) to maintain any Drainage Easement areas situated on such Owner's Lot whether created as contemplated in the foregoing sentence or pursuant to the Plat, and (b) not to disturb or displace any trees or other vegetation within such Drainage Easements as so required or as shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as may be permitted by the terms hereof and/or pursuant to the terms of any restrictions on the Plat and as further approved in writing by the Architectural Committee. Notwithstanding any provision in this Declaration to the contrary, neither the Association, Declarant, nor any Owner shall have any obligation to undertake any maintenance authorized under this Section, or any liability with respect to the failure to do so or any maintenance so undertaken; and nothing in this Section shall release or diminish the obligations and liabilities of the party(ies) primarily responsible for such maintenance.

4. The Association hereby certifies that this First Amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be

cast pursuant to Section 4.03 of the Declaration by Class A Members and the Class B Member.

IN WITNESS WHEREOF, Declarant and the Association have executed this First Amendment to be effective as set forth above.

DECLARANT:

BLUEBONNET MOUNTAIN, LTD., a Texas limited partnership

By: Home Ground Corporation, a Texas corporation, general partner

By: *R. E. Kemper*
Randall E. Kemper, Vice President

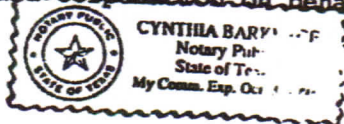
ASSOCIATION:

EDWARD'S MOUNTAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: *R. E. Kemper*
Randall E. Kemper, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

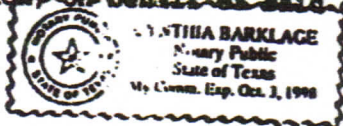
This instrument was acknowledged before me on the 10th day of February, 1998, by Randall E. Kemper, Vice President of Home Ground Corporation, a Texas corporation, general partner of Bluebonnet Mountain, Ltd., a Texas limited partnership, on behalf of said corporation on behalf of said limited partnership.



Cynthia Bary
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of February, 1998, by Randall E. Kemper, Vice President of EDWARD'S MOUNTAIN OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Cynthia Barklage
Notary Public, State of Texas

After Recording Return To:

Wm. Terry Bray
P.O. Box 98
Austin, Texas 78767-0098

FILED
98 FEB 23 PM 3:54
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 herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas on



FEB 23 1998

Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

U:\MTRAY\15278.1\1R-8991.MTR.2/1/98
RECEIVED: 100000663 TRIMED: 00000000 REPT: REGULAR RECORD 015.00
CASHIER: 10000000 FILE DATE: 2/23/98 TRIM DATE: 2/23/98
PAID BY: CHECK 138960 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13125 0679