

After Recording Return To:

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**SECOND AMENDMENT TO THE
NINTH AMENDED AND RESTATED
LAKE POINTE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

[TRAVIS COUNTY, TEXAS]

Cross-Reference to the Declaration of Covenants, Conditions and Restrictions for Lake Pointe dated June 29, 1995, recorded in Volume 12474, Page 1631 of the Real Property Records of Travis County, Texas (the "Master Declaration"), as amended by the First Amendment (Volume 12926, Page 833) the Second Amendment (Volume 13124, Page 103), the Third Amendment (Volume 13346, Page 2240), the Fourth Amendment (Doc. No. 1999120219), the Fifth Amendment (Doc. No. 2000102767), the Sixth Amendment (Doc. No. 2002047223), the Seventh Amendment (Doc. No. 2002048129), the Eighth Amendment (Doc. No. 200217351), the Ninth Amendment (Doc. No. 2004120217), and the First Amendment to the Ninth Amended and Restated Lake Pointe Declaration of Covenants, Conditions and Restrictions (Doc. No. 2009020406) (together, the "Declaration").

**SECOND AMENDMENT TO THE NINTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This **Second Amendment to the Ninth Amended and Restated Declaration of Covenants, Conditions, and Restrictions** (this "Amendment") is made pursuant to Section 209.0041 of the Texas Property Code. Capitalized terms not defined herein shall have the meanings assigned to them in the Declaration.

RECITALS:

A. Whereas, Section 209.0041 of the Texas Property Code provides that "a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration" and further provides that "[i]f the declaration contains a lower percentage . . . the percentage in the declaration controls."

B. Whereas, Section 9.02(b) of the Declaration, as amended by the First Amendment to the Ninth Amended and Restated Lake Pointe Declaration of Covenants, Conditions and Restrictions, provides that the Declaration may be amended by:

1. Member Approval. Approval by the vote of not less than 51% of all votes cast by Members entitled to vote.
2. Certification and Recording. The recording in the Official Records of Travis County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment(s) have been approved.
3. Proper Notice. The notice of the proposed amendment(s) and procedure for voting thereon, together with a ballot setting out the complete language of the amendment(s) and providing for spaces next to each amendment to indicate "for" or "against" is required to be forwarded in conformance with the provisions of Section 9.03 to each Owner not less than 40 days prior to the deadline for casting ballots. The notice shall state the address and facsimile number to which completed ballots are to be forwarded, and shall set forth the deadline by which ballots must be either received by hand-delivery or by facsimile, or postmarked if forwarded by mail.

Whereas, the foregoing procedures were followed and, at a properly noticed and called meeting of the Lake Austin Lake Pointe Homeowners Association, Inc. (the "Association"), the Amendment was approved by the vote of not less than 51% of all votes cast by Members entitled to vote.

NOW THEREFORE, the Declaration is amended by this Amendment as follows:

Article 7.02 of the Declaration amended by the addition of Articles 7.02(a)-(c) as follows:

7.02(a) **Boundary Fence Payments**. The following Lots are burdened by covenants requiring the installation and maintenance of certain fencing in the rear yard area of each Lot: Lots 2-4, Block C, Lake Pointe Section 3, Phase 1; Lots 5-19, Block C, Lake Pointe Section 3, Phase 3, Lot 44, Block C, Lake Pointe Section 3, Phase 3; and Lot 1, Block D, Lake Pointe Section 3, Phase 3 (the "Fenced Lots"). The costs of installation, maintenance, and replacement of fencing required to be installed on the Fenced Lots between each Fenced Lot and the adjacent property (TCAD ID NOS. for the adjacent property - 455560, 455559, 455498, 455497, 473982, and 473981) in the rear yard area of each Fenced Lot (the "Fenced Lot Rear Fencing") will be paid for by the Association. The Fenced Lot Rear Fencing is depicted on the attached **Exhibit "A"**. The Association's Board of Directors, in its sole and absolute discretion, is to make any determination regarding the amount to be paid for any Fenced Lot Rear Fencing installation, maintenance, or replacement work.

7.02(b) **Confirmation of Reimbursement or Payment**. If an Owner schedules installation, maintenance, or replacement work for Fenced Lot Rear Fencing without first receiving written confirmation from the Association affirming that such work is authorized and will be paid for by the Association, such work and any related expenses will be the responsibility of the Owner and not the Association, and the Owner will not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

7.02(c) **No Liability**. The Association shall not be liable for injury or damage to person or property caused by the Fenced Lot Rear Fencing.

This amendment is effective upon its recordation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the undersigned President and Secretary of the Association hereby certify that the foregoing Amendment has been approved in accordance with the recitals made herein and the requirements of the Declaration.

Lake Austin Lake Pointe Homeowners Association, Inc.

a Texas nonprofit corporation

By: _____

President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2018, by _____, President of the Board of Directors for Lake Austin Lake Pointe Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

SEAL:

Notary Public Signature
Printed Name: _____
Date: _____

**Lake Austin Lake Pointe Homeowners
Association, Inc.**

a Texas nonprofit corporation

By: _____

Secretary, Board of Directors

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2018,
by _____, President of the Board of Directors for Lake Austin Lake Pointe
Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public Signature

Printed Name: _____

Date: _____

SEAL:

Exhibit A – Fenced Lot Rear Fencing

