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STATE OF TEXAS §

COUNTY OF TRAVIS §

**THIRD AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PARK WEST AT CIRCLE C**

**Document reference.** Reference is hereby made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Park West at Circle C filed at Volume 12735, Page 0979 of the Real Property Records of Travis County, Texas, that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Park West at Circle C filed at Volume 12979, Page 1822 of the Real Property Records of Travis County, Texas (the "First Declaration Amendment"), and that certain Second Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Park West at Circle C filed as Document No. 2009081742 in the Official Public Records of Travis County, Texas (the "Second Declaration Amendment") (cumulatively, the "Declaration").

WHEREAS the Declaration provides that owners of residential lots subject to the Declaration are automatically made members of the Park West Homeowners Association (the "Members" and "Association," respectively);

WHEREAS the Members of the Association desire to amend the Declaration to rid the Association of any legal obligation to maintain Street Yard Improvements and to limit the scope of the Association's obligation to maintain the Street Yard Area, as such terms are defined in the Declaration; and

WHEREAS Section 7.02 of the Declaration establishes the means by which the Declaration can be amended, and such conditions precedent have been met to approve and adopt the amendment contained herein;

THEREFORE the Declaration has been, and by these presents is, amended as follows:

1. **By DELETING in their entirety the following provisions in the Declaration:**

- (A) Paragraph 1 (Street Yard Improvement) of the First Declaration Amendment, including sub-paragraphs (a), (b) and (c);
- (B) Paragraph 5 (Maintenance of Street Yard Improvements) of the Second Declaration Amendment;
- (C) The definition of "Street Yard Area" contained in First Declaration Amendment; and
- (D) The definition of "Street Yard Improvements" contained in the First Declaration Amendment and the Second Declaration Amendment.

2. **By ADDING the following new language to Article I, Section 1.01 (Defined terms):**

The term "Street Yard Area" shall mean and refer to that portion of each lot and the adjoining street right-of-way located between a home or fence and the curb of the Private Roadways, including both front and side yards for corner lots."

The term "Street Yard Improvements" shall mean and refer to the landscaping, sidewalks, driveways, irrigation systems and other improvements located within the "Street Yard Area."

3. By ADDING the following new Section 4.07 to Article IV:

4.07 Maintenance of Street Yard Area and Street Yard Improvements. Notwithstanding anything contained herein to the contrary:

- (a) The Street Yard Area will be maintained in a manner consistent with community standards as defined by the governing documents of the Circle C Homeowners' Association and the governing documents of the Association. The Board has the sole authority to determine the standard thereof in issues not already defined in governing documents.
- (b) The Association shall maintain the Street Yard Area of each Lot. Said maintenance is expressly limited to landscape maintenance consisting of mowing, blowing, edging, weed control, fertilizing sod areas, lawn insect treatment, shrub pruning, and trimming tree limbs to a clearance height of eight feet. The Association shall not be responsible for any other maintenance of the Street Yard Area of any Lot, including but not limited to sod and plant replacement, all of which shall be the obligation of the appurtenant Lot owner at that owner's sole cost and expense. All tree pruning, inspection, treatment, as well as tree removal and replacement shall be the sole responsibility of each Lot owner.
- (c) The Association shall have no obligation to maintain, repair, or replace Street Yard Improvements, including but not limited to irrigation systems, sprinkler improvements, drainage, driveways, retaining walls, walkways, and steps, with the exception of the public sidewalks and the landscape maintenance referenced above. The owner of each Lot shall have the obligation to maintain, repair, and replace Street Yard Improvements at that Owner's sole cost and expense. An owner who shares a common driveway with a neighbor is responsible for maintaining, repairing and replacing only the portion of the driveway located on his Lot and the adjoining street right-of-way, but shall use reasonable efforts to coordinate such activity with the neighboring Lot owner.
- (d) No Lot owner shall alter or remove any of the Street Yard Improvements without the prior written approval of the Board.
- (e) No Lot owner shall have the right to construct or install any landscaping, fencing or other improvements or alterations within any portion of the Street Yard Area without the prior written approval of the Board.
- (f) Damage to a Street Yard Area or Street Yard Improvements that is caused by a Lot owner or third parties, including but not limited to Acts of Nature, must be repaired at the expense of the owner of the related Lot. Owners are advised to obtain property insurance to cover any such damage.
- (g) If a Lot owner (and not the Association) is responsible under this paragraph for repairing damage and/or correcting or restoring an alteration or removal within or of the Street Yard Area or Street Yard Improvements, and if such damage, alteration or removal is not repaired or restored within thirty (30) days after notice to such owner from the Association, the Board may elect to cause such Street Yard Area and/or Street Yard Improvements to be maintained, repaired, restored or corrected, as applicable, in which event the cost of such repair, restoration or correction shall be a personal and individual debt of such owner to the Association, and shall be deemed an assessment against such owner, the payment of which shall be secured by the lien described in Section 5.09 of the Declaration."

Subject solely to the amendments contained herein, the Declaration remains in full force and effect. The terms and provisions of the Declaration, as amended by this instrument, are hereby ratified and confirmed, and this amendment and the Declaration shall be construed as one instrument. In the event of any inconsistency, the terms and provisions of this amendment shall control over and modify the terms and provisions of the Declaration.

**Certification**

We, the undersigned President and Secretary of the Park West Homeowners Association, Inc., do hereby certify that the amendments contained herein have been approved by Members holding at least 70 percent of the eligible votes in the Association.

*Richard C Scott*  
By: RICHARD C SCOTT  
Title: President

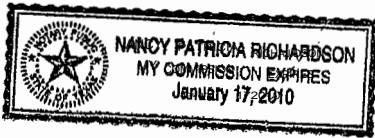
*Jackie Rollins*  
By: JACKIE ROLLINS  
Title: Secretary

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 9th day of February, 2009, by Richard C Scott in the capacity stated above.



*Nancy Patricia Richardson*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 11th day of February, 2009, by Jackie Rollins in the capacity stated above.

*Nancy Patricia Richardson*  
Notary Public, State of Texas

After recording, please return to:  
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