

GA# 141-050205804-453
LM



AMEND 2005089809
18 PGS



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AFTER RECORDING RETURN TO:

ROBERT D. BURTON
ARMERUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

RET. DHI TITLE CO.

DHI TITLE
12554 RIATA VISTA CIRCLE
AUSTIN, TX 78727

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
[PRESIDENTIAL MEADOWS]
*Travis County, Texas***

Cross reference to Declaration of Covenants, Conditions and Restrictions Presidential Meadows, recorded as Document No. 2004137950, in the Official Public Records of Travis County, Texas.

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

PRESIDENTIAL MEADOWS

This First Amendment to Declaration of Covenants, Conditions, and Restrictions Presidential Meadows (this "Amendment") is made by SVWW MANOR LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

A. Declarant previously executed and recorded that Declaration of Covenants, Conditions and Restrictions Presidential Meadows, recorded as Document No. 2004137950, in the Official Public Records of Travis County, Texas (the "Declaration").

B. Pursuant to Section 10.02 of the Declaration, the Declaration may amended by the recording in the Official Public Records of Travis County, Texas an instrument setting forth the amendment executed and acknowledged by the President and Secretary of Presidential Meadows Owners Association, Inc., a Texas nonprofit corporation (the "Association"), certifying that such amendment was approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.03 of the Declaration.

C. Declarant holds at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.03 of the Declaration and desires to amend the Declaration as set forth in this Amendment.

D. The President and Secretary of the Association have executed this Amendment for the purpose of certifying that this Amendment was approved by at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.03 of the Declaration.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Recitals. The recitals set forth in the Declaration are hereby deleted in their entirety and the following is substituted in their place:

THAT WHEREAS, SVWW MANOR LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant"), is the sole owner of certain real property located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto (the "Presidential Meadows Development Land");

WHEREAS, the Presidential Meadows Development Land includes certain real property located in Travis County, Texas, as more particularly described as Presidential Meadows Section One, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400207, and Presidential Meadows Section Two, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400208 (Section One and Section Two being referred to herein as the "Property");

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WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sole, conveyed and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and 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; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall be conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

2. Definitions. The definition of "Plat" in Section 1.23 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

"Plat" shall collectively mean the subdivision plats of PRESIDENTIAL MEADOWS SECTION ONE, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400207, and Presidential Meadows SECTION TWO, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400208, together with the subdivision plat of any Presidential Meadows Development Land which has been added to the Property pursuant to Section 2.02 of this Declaration.

The definition of "Subdivision" in Section 1.25 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

"Subdivision" shall PRESIDENTIAL MEADOWS SECTION ONE, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400207, and Presidential Meadows SECTION TWO, a subdivision of record in Travis County, Texas, according to the map or plat of record under Document No. 200400208, together with any Presidential Meadows Development Land which has been added to the Property pursuant to Section 2.02 of this Declaration.

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3. Addition of Land. Section 2.02 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

2.02 Addition of Land.

(a) By Declarant. Declarant may, at any time and from time to time, add additional lands to the Property (including, without limitation, the Presidential Meadows Development Land) and, upon the filing of a notice of addition of land, such added land will be considered part of the Property for purposes of this Declaration, and such added land shall be subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, as amended, modified or supplemented by any terms, covenants, conditions, restrictions and obligations set forth in the notice of addition of land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land containing the following provisions:

(i) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(ii) A statement that such added land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land;

(iii) Any terms, covenants, conditions, restrictions and obligations which will apply to the added land; and

(iv) A legal description of the added land.

(b) By an Original Homebuilder. An Original Homebuilder who owns any portion of the Presidential Meadows Development Land may, with the prior written consent of the Declarant (which consent shall not be unreasonably withheld, conditioned or delayed), at any time and from time to time, add to the Property all or a portion of the Presidential Meadows Development Land which is owned by such Original Homebuilder (the "*Homebuilder Added Land*") and, upon the filing of a notice of addition of land, such Homebuilder Added Land will be considered part of the Property for purposes of this Declaration, and such Homebuilder Added Land shall be subject to this Declaration and the

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terms, covenants, conditions, restrictions and obligations set forth in this Declaration, as amended, modified or supplemented by any terms, covenants, conditions, restrictions and obligations set forth in the notice of addition of land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such Homebuilder Added Land as with respect to the lands originally covered by this Declaration. To add lands to the Property, the Original Homebuilder will be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land containing the following provisions:

(i) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(ii) A statement that such Homebuilder Added Land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the Homebuilder Added Land;

(iii) A legal description of the Homebuilder Added Land;

(iv) Any terms, covenants, conditions, restrictions and obligations which will apply to the added land; and

(v) if the Original Homebuilder elects pursuant to Section 7.16 of this Declaration to institute a Sub-Architectural Committee: (A) a statement that a Sub-Architectural Committee has been created, pursuant to Section 7.16, to review and approve plans for the construction of one or more residences on any portion of the Homebuilder Added Land; (B) a designation of the initial Voting Members of the Sub-Architectural Committee; and (C) the mailing address of the Sub-Architectural Committee.

4. **Withdrawal of Land.** Section 2.03 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

2.03 **Withdrawal of Land.**

(a) **By Declarant.** Declarant may, at any time and from time to time, with the prior written consent of each Original Homebuilder who owns all or any portion of the Property, reduce or withdraw from the Property, and/or remove and exclude and/or permanently, temporarily,

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or conditionally exempt from the burden of this Declaration or specific provisions hereof and the jurisdiction of the Association: (i) any portions of the Property which have not been included in a Plat; (ii) any portion of the Property included in a Plat if Declarant (or any Person to whom Declarant has assigned all or a portion of Declarant's rights hereunder) owns all Lots described in such Plat; and (iii) any portions of the Property included in a Plat even if Declarant (or any Person to whom Declarant has assigned all or a portion of Declarant's rights hereunder) does not own all Lot(s) described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such Plat. Upon any such withdrawal, removal, or exemption, this Declaration and the covenants, conditions, restrictions, easements and obligations set forth herein shall no longer apply to the portion of the Property withdrawn (subject to any conditions or limitations provided for in the Notice of Withdrawal/Exemption, as defined below). To withdraw and/or exempt lands from the Property hereunder, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal and/or exemption of land containing the following provisions (the "Notice of Withdrawal/Exemption"):

(i) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(ii) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land and/or that the land is exempt (permanently, temporarily or conditionally) from the covenants, conditions, restrictions, easements and obligations of this Declaration (and, if any such exemption is temporary or conditional, the express terms pursuant to which the exemption may or will expire and/or the specific conditions which may result in a termination or revocation of the exemption); and

(iii) A legal description of the withdrawn land.

(b) By an Original Homebuilder. An Original Homebuilder who owns any Homebuilder Added Land may, with the prior written consent of the Declarant, at any time and from time to time, reduce or withdraw from the Property, and/or remove and exclude and/or permanently, temporarily, or conditionally exempt from the burden of this Declaration or specific provisions hereof and the jurisdiction of the Association: (i) any portions of the Homebuilder Added Land which have not been included in a Plat; (ii) any portion of the Homebuilder Added Land included in a Plat if such Original Homebuilder owns all Lots in the

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Homebuilder Added Land which are described in such Plat; and (iii) any portions of the Homebuilder Added Land included in a Plat even if such Original Homebuilder does not own all Lot(s) in the Homebuilder Added Land which are described in such Plat, provided that such Original Homebuilder obtains the written consent of all other Owners of Lot(s) in the Homebuilder Added Land which are described in such Plat. Upon any such withdrawal, removal, or exemption, this Declaration and the covenants, conditions, restrictions, easements and obligations set forth herein shall no longer apply to the portion of the Homebuilder Added Land withdrawn (subject to any conditions or limitations provided for in the Notice of Withdrawal/Exemption). To withdraw and/or exempt lands from the Property hereunder, an Original Homebuilder shall be required only to record in the Official Public Records of Travis County, Texas, a Notice of Withdrawal/ Exemption containing the following provisions:

(i) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(ii) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land and/or that the land is exempt (permanently, temporarily or conditionally) from the covenants, conditions, restrictions, easements and obligations of this Declaration (and, if any such exemption is temporary or conditional, the express terms pursuant to which the exemption may or will expire and/or the specific conditions which may result in a termination or revocation of the exemption); and

(iii) A legal description of the withdrawn land.

5. Limitation on Addition and Withdrawal. Section 2.04 of the Declaration is hereby deleted in its entirety

6. Antennae. Section 3.09 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

3.09 Antennae.

(a) Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on a Lot without the prior written approval of the Architectural Committee; provided, however, that:

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(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Architectural Committee, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

(b) A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, the Common Area and Facilities, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Committee are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Architectural Committee may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

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7. Temporary Structures. Section 3.12 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

3.12 Temporary Structures. No tent, shack or other temporary building, improvement, or structure which is visible from a street or from any other Lot shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction, may be maintained with the prior approval of Declarant, approval to include the nature, size, duration and location of such structure. Notwithstanding any provision in this Declaration to the contrary, an Owner shall be permitted, without Architectural Committee approval, to erect one (1) outbuilding on the Owner's Lot if: (i) the surface area of the pad on which the outbuilding is placed is less than or equal to eighty (80) square feet; (ii) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding, is less than or equal to eight (8) feet; (iii) the outbuilding is constructed in the back or rear yard of the house and completely enclosed by a privacy fence of not less than five (5) feet in height if such 5-foot fence is the fence constructed by the Original Homebuilder or otherwise six (6) feet in height; (iv) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot and painted the same color as the house and the roof is constructed of the same material and color as the house; and (v) the outbuilding is constructed within building setback lines in accordance with applicable building codes of the governmental entity having jurisdiction over the Property. An outbuilding permitted hereunder may not be used for habitation, no window heating or air conditioning unit may be installed to serve any permitted outbuilding, and no utilities, including electricity, gas, cable, or telephone, may be extended to serve any permitted outbuilding. The Architectural Committee shall be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, and fence enclosure and construction materials.

8. Basketball Goals; Permanent and Portable. Section 3.15 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

3.15 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot, provided the basketball goal is located, unless otherwise approved by the Architectural Committee, a minimum of twenty-five feet (25') from the street curb and adjacent to the driveway constructed on the Lot. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed between the street right-of-way and the front of the residence on a Lot and shall not be placed, at any time, on any street or right of way located within

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the Property. When not in use, a portable basketball goal shall be stored in a garage or in the rear of the Lot (i.e., out of public view). Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Architectural Committee prior to being placed on any Lot.

9. Fences. The following provision is hereby added to Section 4.05 of the Declaration:

All fencing constructed on a Lot must be installed with the finished side visible from any adjacent Lot or street.

10. Drainage. Section 4.09 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

4.09 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Architectural Committee. Each Owner shall take all action reasonably necessary to ensure that drainage on or from such Owner's Lot shall not cause damage, erosion, or harm to any other Lot, nor loss to any Owner resulting therefrom.

11. Reverter to Association. Section 5.04 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

5.04 Reverter to Association. Any land which is conveyed by the Declarant and/or the Association to the MUD and which was or otherwise would have been "Common Area and Facilities" shall be conveyed subject to a right of re-entry in favor of the Association if the Property (including any added property) or any portion thereof is annexed by the City of Manor. Any deed executed by Declarant and/or the Association conveying land to the MUD shall include a reversion clause similar to the following:

If the property conveyed by this deed is at any time annexed by the City of Manor, grantor will be entitled to take immediate possession of the property and to record in the Official Public Records of Travis County, Texas an instrument confirming that title to the property has reverted to grantor. Grantor will have the right to exercise the right of re-entry and to re-take title to the property free and clear of any claims whatsoever of grantee, and will have the right to immediately repossess the property without the need for any court action. In such event, grantee will, upon request of grantor, execute, acknowledge and deliver to grantor any and all instruments that may be requested, necessary or proper to evidence the reversion of the property to grantor.

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12. Voting. Section 6.03 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

6.03. Voting. The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the Members will be calculated as follows:

(i) Class A Votes. The Owner of each Residential Lot will have one (1) vote for each Lot so owned.

(ii) Class B Votes. In addition to the votes to which Declarant is entitled by reason of Section 6.03(i), for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until such time as Declarant no longer owns any portion of the Property or the Presidential Meadows Development Land.

13. Actions of the Architectural Committee. Section 7.09 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

7.09 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee. Notwithstanding anything to the contrary, in the event that the Architectural Committee fails to respond to a request for approval of Plans and Specifications, the Architectural Committee shall not be deemed to have approved such Plans and Specifications.

14. Sub-Architectural Committee. Section 7.16 is hereby added to the Declaration and is as follows:

7.16 Sub-Architectural Committee. In the event that, pursuant to Section 2.02, the Declarant adds land to the terms and provisions of this Declaration and conveys all or a portion of such land to an Original Homebuilder (the "Conveyed Land"), or if an Original Homebuilder adds Homebuilder Added Land to the Property, then such Original Homebuilder shall be entitled to institute an architectural committee (the "Sub-Architectural Committee"), consisting solely of members appointed by such Original Homebuilder (which may differ from the members appointed to the Architectural Committee by the Declarant pursuant to Section 7.05), to review and approve plans for the construction of one or more residences to be constructed on the Conveyed Land and/or the Homebuilder Added Land. If a Sub-Architectural Committee is created, the Original Homebuilder will execute and file in the Official Public Records of Travis County, Texas, a "Notice of Sub-

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Architectural Committee" which notice will identify the members appointed to such committee by the Original Homebuilder, identify the Lots under the jurisdiction of the Sub-Architectural Committee, and specify the address of the Sub-Architectural Committee for the submission of Plans and Specifications. If an Original Homebuilder elects to create a Sub-Architectural Committee then the following terms and conditions shall apply:

(a) with respect to the construction of one or more residences upon the Conveyed Land and/or Homebuilder Added Land, all references to "Architectural Committee" in this Declaration (including, without limitation, in this Article VII) shall be deemed to refer to the Sub-Architectural Committee, and the Sub-Architectural Committee shall have all the rights, obligations and responsibilities with respect to the construction of one or more residences upon the Conveyed Land and/or Homebuilder Added Land as the Architectural Committee has with respect to Improvements constructed upon all other land within the Property. Notwithstanding anything to the contrary, only an Original Homebuilder who creates a Sub-Architectural Committee may appoint Voting Members to such Sub-Architectural Committee; and

(b) Upon an Original Homebuilder's first conveyance to a "residential owner" of any portion of the Conveyed Land and/or Homebuilder Added Land, the Sub-Architectural Committee's authority shall terminate with respect only to the portion so conveyed. In such case, the Sub-Architectural Committee's authority shall remain with respect to the remainder of the Conveyed Land and/or Homebuilder Added Land, but the Architectural Committee shall have authority with respect to the portion of Conveyed Land and/or Homebuilder Added Land so conveyed. A "residential owner" is a third party who is not a homebuilder and who acquires property for residential purposes, either with intent to reside thereon himself, or to hold such property for sale or lease to another Person who intends to reside thereon.

15. Regular Annual Assessments. The following provision is hereby added to Section 8.03 of the Declaration:

No assessments, regular or special, will be levied against any Lot owned by an Original Homebuilder.

16. Fines. Section 8.07 is hereby added to the Declaration and is as follows:

8.07 Fines and Damages Assessment. The Board may assess fines against an Owner for violations of any restriction set forth in this Declaration, the Architectural Committee Rules, or any rules adopted by the Board which have been committed by an Owner, an occupant of the Owner's Lot, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine

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and/or charge for damage levied in accordance with this *Section 8.07* will be considered an Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area and Facilities or any facilities located on the Property by the Owner or the Owner's family, guests, agents, occupants, or tenants. The Association will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

The procedure for assessment of fines and damage charges will be as follows:

(a) the Association, acting through an officer or Board member, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;

(b) the notice of the fine or damage charge must describe the violation or damage;

(c) the notice of the fine or damage charge must state the amount of the fine or damage charge;

(d) the notice of a fine or damage charge must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and

(e) the notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 8.05* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted

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to the Association pursuant to *Section 8.06* of this Declaration. Unless otherwise provided in this *Section 8.07*, the fine and/or damage charge will be considered an Assessment for the purpose of this Article, and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 8*.

17. **Amendment.** Section 10.02 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

10.02 **Amendment/Extinguishment.** This Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by: (i) Declarant and any Original Homebuilder who owns all or any portion of the Property; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (unless Declarant has relinquished such right by written instrument recorded in the Official Public Records of Travis County, Texas), any Original Homebuilder who owns all or any portion of the Property, and Members entitled to cast at least seventy percent (70%) of the number of votes entitled to be cast by members of the Association. No amendment will be effective without the written consent of Declarant, and any Original Homebuilder who owns all or any portion of the Property, and their successors or assigns. Declarant may unilaterally amend this Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

Executed to be effective this 10th day of May, 2005.

SIGNATURE APPEARS ON FOLLOWING PAGE

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DECLARANT:

SVWW MANOR LIMITED PARTNERSHIP, a
Texas limited partnership

By: E.W. Development Company, a Texas
corporation, its General Partner

By: Ed Wendler, Jr.
Ed Wendler, Jr., President

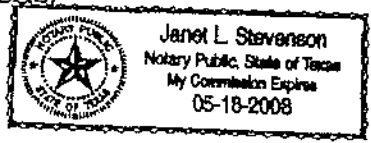
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 19, 2005
2005, by Ed Wendler, Jr., President of E.W. Development Company, a Texas corporation,
General Partner of SVWW Manor Limited Partnership, a Texas limited partnership, on behalf of
said corporation and limited partnership.

[Signature]
Notary Public Signature

(SEAL)



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EXHIBIT "A"

PRESIDENTIAL MEADOWS DEVELOPMENT LAND

Recorder's Memorandum: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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DHI Title TR ADI10119 TR 2005089809.016_____

RELEASE TRACT

METES AND BOUNDS DESCRIPTION

Being all that certain 142.9619 acre tract or parcel of land situated in the GREENBERRY GATES SURVEY NO. 63, A-315, Travis County, Texas, and being out of and part of that certain 417.7255 acre tract comprised of that certain 296.6627 acre tract (call 296.644 acres) as described in Deed to International Bank of Commerce, recorded in Volume 12692, Page 1736, Travis County Real Property Records (TCRPR), and also being comprised of that certain 121.0628 acre tract (call 121.091 acres) as conveyed by Deed to International Bank of Commerce, recorded in Volume 12692, Page 1736, TCRPR; said 142.9619 acre tract being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at an SDRPT concrete highway monument found marking the intersection of the Westerly right-of-way line of Bois D'Arc Lane, with the Northerly right-of-way line of said U.S. Highway No. 290, as established by said Right-of-Way Deed, same being the Southeast corner of said 296.6627 acre tract;

THENCE, with the said Northerly right-of-way line of U.S. Highway No. 290 the following three (3) courses and distances:

- (1) South 85°57'55" West-1998.07 feet to an Iron rod set for point of curvature;
- (2) In a Southwesterly direction along the arc of curve to the left, said curve having a radius of 11,300.16 feet, a chord bearing and distance of South 86°37'05" West-257.71 feet to an Iron rod set for point of tangency; and
- (3) South 87°16'15" West-185.66 feet to an Iron rod found marking the Southeast corner of the herein described tract, and the POINT OF BEGINNING hereof;

THENCE, with the following sixty (60) courses and distances:

- (1) North 02°43'44" West- 99.99 feet;
- (2) North 04°21'20" East-164.02 feet to a point of curvature;
- (3) In a Northeasterly direction along the arc of a curve to the right, having a radius of 685.00 feet, a chord bearing and distance of North 14°38'23" East-244.58 feet;
- (4) South 87°34'40" West-709.80 feet to an iron rod set in a Southwest line of said 417.7255 acre tract;
- (5) North 32°02'00" East-978.64 feet to an Iron rod found for Internal "L" corner hereof;
- (6) North 61°41'46" West-973.81 feet to an Iron rod found marking the most Westerly corner hereof, same being the Southeast corner of that certain 4.987 acre tract conveyed to Martinez recorded in Volume 5489, Page 1310, TCDR;
- (7) North 28°12'00" East, with the said West line of the 417.7255 acre tract, a distance of 343.72 feet to an Iron rod found;
- (8) North 28°08'05" East, with the said West line of the 417.7255 acre tract, a distance of 343.78 feet to an Iron rod found;
- (9) North 28°38'45" East, with the said West line of the 417.7255 acre tract, a distance of 344.18 feet to an Iron rod found;
- (10) North 27°43'56" East, with the said West line of the 417.7255 acre tract, a distance of 280.83 feet to a point for corner hereof;
- (11) South 62°11'26" East-193.24 feet;
- (12) South 74°48'39" East- 51.24 feet;
- (13) South 62°11'26" East-120.00 feet;
- (14) North 27°48'34" East- 56.52 feet;
- (15) South 71°41'12" East-302.31 feet;
- (16) South 66°56'19" East- 87.74 feet;
- (17) South 62°11'26" East-102.29 feet;
- (18) South 53°34'11" East- 38.97 feet;
- (19) South 44°56'57" East- 56.09 feet;
- (20) North 27°48'34" East- 14.19 feet;
- (21) North 46°58'47" East- 6.93 feet;
- (22) South 56°48'15" East-120.00 feet;
- (23) South 59°49'52" East- 50.06 feet;

Exhibit "A"