

270

FILM CODE  
00005345725

SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
FOR  
Cypress Ridge Subdivision

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Horizon Land Partners, Ltd., a limited partnership ("Developer"), acting as owner of the property hereby restricted, joined in by Lumbermen's Investment Corporation, a Delaware Corporation, as Declarant.

WHEREAS, on August 11, 1995, Declarant executed a Declaration of Covenants, Conditions and Restrictions for ONION CREEK ADDITION, also known as "Legends Place at Onion Creek" (the "Original Declaration"), which has been recorded at Volume 12499, page 0076 of the Real Property Records of Travis County, Texas;

WHEREAS, the provisions of the Original Declaration grants Declarant the right and privilege to add additional property as property which is subject to such Original Deed Declaration and Declarant has annexed the property known as Cypress Ridge Subdivision, according to the map or plat thereof (the "Plat") recorded at Volume 95, page 301-363 of the Plat Records of Travis County, Texas;

WHEREAS, Section 5 of Article XII of the Original Declaration grants Declarant the right and privilege to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 16 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration; and

WHEREAS, Declarant was declared the Cypress Ridge Subdivision, as described on the Plat, a "Neighborhood" as defined therein and Developer desires to make such neighborhood subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration.

NOW, THEREFORE, Developer and Declarant do hereby declare as follows:

A. The Developer, for each Building Plot owned within the Neighborhood, hereby creates and reserves, and each owner of any Building Plot in the Neighborhood by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, that the Base Annual Assessments, applicable Neighborhood Assessments, and Special Assessments, together with interest, collection costs and reasonable attorney's fees, applicable to each such Building Plot as provided in the Original

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12542 0113



Declaration shall be a charge on the land and shall be secured by a continuing Vendor's Lien thereon herein and hereby reserved and retained in favor of, and hereby irrevocably assigned over to, the Association. With respect to the Neighborhood Assessment, such vendor's lien is also assigned to the Cypress Ridge Homeowners Association.

B. Developer declares (and Declarant concurs) that all lands and Lots within the Neighborhood shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within the Neighborhood:

Section 1. WALLS AND FENCES. In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at or in front of the front of each house in the Neighborhood shall be maintained by the owners of the Lots on which such fences are located in the original style and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

Section 2. ROOFING MATERIALS. All roofs shall be composition shingles of a type and weight approved in writing by the New Construction Committee or the Modifications Committee, as the case may be.

Section 3. GARAGE AND GARAGE ACCESS.

(a) All garages to be constructed within the Neighborhood must be approved in writing by the New Construction Committee. All detached garages shall be no more than one story in height, and attached garages may be up to two stories in height. All overhead garage doors must be constructed of real wood or metal approved as to style and appearance by the New Construction Committee or Modifications Committee, as the case may be. No masonite, plywood or glass shall be permitted in overhead garage doors.

(b) No attached garage in the Neighborhood shall have more than one (1) story of habitable space above the first story, and the first story shall be reserved and utilized solely for parking of motor vehicles.

Section 4. DRIVEWAYS. All driveways to be constructed within the Neighborhood must be approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. The driveways must be at least ten feet (10') in width and be constructed of concrete or brick but in all cases shall be in accordance with standards adopted by the New Construction Committee



and the portion thereof between the Lot boundary and the curb line of the adjacent street shall in all cases be in compliance with all standards and specifications of all governmental authorities having jurisdiction.

Section 5. SIDEWALKS. Prior to the completion of construction of a Living Unit on any Lot in the Neighborhood; the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the driveway serving the garage at such Living Unit or to the curb of the street at the front Lot boundary, to be composed of materials and in a configuration approved by the New Construction Committee.

Section 6. MINIMUM SQUARE FOOTAGE. The living area of each living unit in the Neighborhood (with the exception of Lots 1 through 12, Block A), shall be not less than two thousand (2,000) square feet. The living area of each living unit on Lots 1 through 12, Block A, shall be not less than seventeen hundred (1,700) square feet.

Section 7. LANDSCAPING AND TREE PLANTING. All Landscaping Plans for Lots in the Neighborhood must be submitted to the new Construction Committee for approval. All corner Lots shall have a minimum of three (3) live trees at least two inches (2") in diameter existing or planted and maintained in the front yard. All other Lots shall have trees existing or planted so as to meet the requirements of the Original Declaration.

Section 8. CHIMNEYS. All exterior chimneys on the Living Units in the Neighborhood and all interior chimney chases (i.e., protruding through the roof of a Living Unit) must be of real brick or lap siding (not plywood sheet or exposed metal) unless some other style and materials are approved in writing by the New Construction Committee or the Modifications Committee, as the case may be.

Section 9. REAR AND SIDE BUILDING SETBACKS. No improvement (other than Committee-approved landscaping) may be constructed on any Lot in the Neighborhood closer than eight feet (8') from the rear property line of any Lot, or closer than five feet (5') from the side property lines of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the Plat. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 10. DEVELOPMENT PERIOD. During the period of time that any Lots or Living Units located within the Neighborhood are



being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties owned by the Association in the Neighborhood in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 11. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood (i.e., the areas described in the plat identified above). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of both (i) seventy-four percent (74%) of the total votes of the Class A Members of the Association owning one or more Lots in this Neighborhood and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration (by annexation or otherwise) or any Annexable Land.

Section 12. NEIGHBORHOOD ASSESSMENT. A specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood are assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment as levied by the Original Declaration. The Neighborhood Assessment shall be made by and the amount thereof set from time to time by the Cypress Ridge Homeowner's Association, a Texas non-profit corporation, which shall have responsibility for the private roads, security gates and other devices controlling access to the private roads in the Neighborhood. The owners of Lots in this Neighborhood shall, therefore, be members of both the Onion Creek Homeowner's Association (and obligated to pay its dues and assessments) and the Cypress Ridge Homeowner's Association (and obligated to pay its dues and assessments).

Section 13. OWNERSHIP, MAINTENANCE, AND ASSESSMENTS FOR MAINTENANCE OF PRIVATE ROADS WITHIN CYPRESS RIDGE SUBDIVISION. The Cypress Ridge Homeowner's Association shall own and have the obligation to maintain, and levy and collect assessments for the maintenance of Grand Cypress Drive, Slickrock Cove and the portion of Shinnecock Hills Drive within Cypress Ridge Subdivision, three (3) internal private roadways located in Cypress Ridge Subdivision (collectively, the "Private Roadways"), as those Private Roadways are depicted on the final subdivision plat for Cypress Ridge Subdivision, and any security gates or other devices controlling access (the "Security Facilities") to the Private Roadways. A Neighborhood Assessment as permitted by the Original Declaration is hereby levied against each Lot adjoining or benefitting from the Private Roadways for maintenance of the Private Roadways and the



Security Facilities. The Private Roadways shall not be dedicated to or maintained by the City of Austin or Travis County. If the Private Roadways are acquired by Travis County, all special paving and medians within the Private Roadways and the Security Facilities shall be removed by the Cypress Ridge Homeowner's Association to meet Travis County standards. Further, an express easement is hereby granted across the Private Roadways and any adjoining common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pick up and any other purpose any governmental authority deems necessary, and Developer does further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Roadways and adjoining common area as a result of governmental vehicles traversing over same.

Section 14. PARTICIPATION IN CITY OF AUSTIN INTEGRATED PEST MANAGEMENT PROGRAM. The Cypress Ridge Neighborhood shall participate in the IPM Homeowner's Education Program of the City of Austin Environmental and Conservation Services Department.

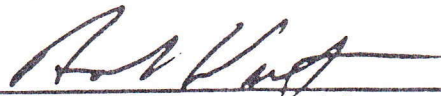
Section 15. WASTEWATER EASEMENT, BLOCK A, LOT 39. The Owner or his/her assigns shall provide the City of Austin Water and Wastewater Department a wastewater easement on Lot 39, Block A for the installation and ongoing maintenance of any wastewater line proposed by the City of Austin Water and Wastewater Department.

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 3rd day of October, 1995.

DEVELOPER:

HORIZON LAND PARTNERS, LTD.  
by Horizon Land Company, Inc.,  
General Partner

By:   
Robert West, President

DECLARANT:

LUMBERMEN'S INVESTMENT CORPORATION,  
a Delaware Corporation

By: 

James M. Lassiter,  
Senior Vice President

AFTER RECORDING RETURN TO:  
CITY OF AUSTIN/PLANNING DEPT.  
301 W. 2nd  
AUSTIN, TX 78701

Atty. Hector Avila



THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of September, 1995 by Robert West, President of Horizon Land Company, Inc., as General Partner of Horizon Land Partners, Ltd., a limited partnership, on behalf of such partnership.



BRIAN C. RIDER  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES FEBRUARY 28, 1997

Brian C. Rider  
Notary Public, State of Texas

(Name - Typed or Printed)

Date Commission Expires:  
\_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of October, 1995 by James M. Lassiter, Senior Vice President of Lumbermen's Investment Corporation, a Delaware Corporation, on behalf of such corporation.



BRIAN C. RIDER  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES FEBRUARY 28, 1997

Brian C. Rider  
Notary Public, State of Texas

(Name - Typed or Printed)

Date Commission Expires:  
\_\_\_\_\_

H:\RIDERS\WORK\269335.1  
2790.90355

FILED

95 OCT 12 PM 12:19

DANA DEBBANDVOIR  
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, as

OCT 12 1995



*Dana Debbandvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12542 0120

RECORDS SECTION: TRAVIS COUNTY: 1995: REGULAR RECORD: 12542  
CASE: 12542: INSTR: 0120: FILED: 10/12/95: TRAVIS COUNTY: TEXAS  
1995 OCT 12 PM 12:19



