

2019

**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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This document, made and dated on this 3rd day of April, 2019, constitutes the Third Amended Declaration of Covenants, Conditions and Restrictions of Naumann's Camp Subdivision, a subdivision located in Travis County, Texas, pursuant to that Plat recorded in Volume 76, Page 192, Plat Records, Travis County, Texas, and includes and incorporates all amendments made to the original Declaration of Covenants, Conditions and Restrictions filed for record on November 21, 2001, and recorded under Clerk's File No. 2001196289, Official Public Records, Travis County, Texas, such amendments effected by Instrument filed for record on June 21, 2002, and recorded under Clerk's File No. 2002114827, Official Public Records of Travis County, Texas, and Instrument filed for record on April 26, 2016, and recorded under Clerk's File No. 2016063327, Official Public Records of Travis County, Texas.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having right, title or interest in the above-referenced property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I-Definitions

- Section 1:** "Association" shall mean and refer to Naumann's Camp Subdivision Homeowner's Association, its successors and assigns.
- Section 2:** "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, boat ramps and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excluded.
- Section 3:** "Member" shall mean every person or entity who holds membership in the Association. Each lot owner of record in Travis County's official records is deemed a member.
- Section 4:** "Member's Family" shall mean owner's spouse (if not joint owners), owner(s) parents, children, and grandchildren.
- Section 5:** "Mortgage" shall mean a holder of a conventional mortgage or deed of trust.
- Section 6:** "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.
- Section 7:** "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the property, and shall include contract sellers, but shall not include those holding title merely as

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security for performing an obligation.

Section 9: "Subdivision" shall mean the subdivided real property hereinbefore described.

Section 10: "CRC" shall mean the Construction Review Committee. The CRC's sole consideration in reviewing a development plan shall be to promote orderly and harmonious development within the Subdivision according to the Deed Restrictions. The CRC is not to protect or maintain an status quo by encouraging or discouraging a particular aesthetic taste in architecture, decoration, landscaping or material used in connection therewith. The CRC shall consist of the current HOA Board Members and two (2) owners appointed by the board for a period of one (1) year.

Article II-Easements and Roads

Section 1: Roads are shown on the recorded subdivision map filed of record in Volume 76, Page 192, Plat Records of Travis County, Texas, and by amended plat in Volume 76, Page 261, Plat Records, Travis County, Texas, within such roads, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said roads, or which may damage, or interfere with passage along such road.

Section 2: Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as follows: Along and within ten (10) feet of the front line on each and all lots and along and within five (5) feet on the side-lines of all lots in this subdivision, said easements being for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, sanitary and storm sewers, road drains and other public and quasi-public utilities, and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Such easements to also extend along any Owner's side or front property lines in case of resubdivided units. It is understood and agreed that it shall not be considered a violation of the provisions of these easements if lines or cables carried by such pole lines pass over some portion of said lot not within the ten (10) foot or five (5) foot wide strip as long as such lines do not hinder the construction of buildings on any lots of this subdivision. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction flow of drainage facilities in the easement. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public utility authority is responsible.

- Section 3: No dwelling unit or other structure of other kind shall be built, erected or maintained on any such easements, reservation, or right-of-way and such easements, reservations or rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations or rights-of-way are reserved.
- Section 4: The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owners thereof, to enter any lot at any reasonable time at any day to perform such maintenance as may be authorized herein.
- Section 5: There is hereby dedicated a 25-foot building set-back line along the front of each lot, as shown on the recorded plat, and no structure shall extend or encroach on or beyond said line.

Article III-Use Restrictions

- Section 1: Prior to the beginning of any new construction or changing exterior structures, plans must be submitted to the CRC for a written approval. The CRC must approve or deny the plans submitted within thirty (30) days.
- Section 2: Only one dwelling may be constructed upon a legally platted lot, such dwelling shall be designed for occupancy by no more than a single family and only for residential purposes. No portion of a lot other than the entire lot together with the improvements thereon, may be rented or leased, and then only to a single family.
- Section 3: Any dwelling constructed on said lot must have not less than 1,800 square feet of fully enclosed, heated and cooled living space, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction, built on site and of new materials. All existing structures and conditions and existing undeveloped lots with no change in ownership are "grandfathered".
- Section 4: No structure of a temporary character, trailer, mobile home, manufactured home, pole barn, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- Section 5: All structures, either temporary or permanent, must be built of at least standard frame construction, built on site, and of new materials.
- Section 6: No commercial signs of any character shall be allowed on any lot. However,

any other person or entity authorized by it to engage in construction and sale of residences within the Subdivision shall have the right, during the construction /sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, and storage areas.

Section 7: No quarrying or mining operations for commercial purposes shall be permitted on a lot, nor shall tunnels, mineral excavations or shafts be permitted on the lot. However, notwithstanding the above, the Association may remove material from the common area hereinafter described, or may buy such material from any lot owner for the purpose of maintaining or erecting improvements in the common area.

Section 8: No lot shall be used or maintained as a dumping ground for rubble or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

Section 9: No poultry, cattle, horses, pigs, hogs, swine, goats or other animals, fowl or birds, maybe kept or maintained on any of the said tracts; further, provided, however that nothing herein contained shall prohibit the keeping of household or domestic pets in a manner which does not constitute a nuisance.

Section 10: No bus, truck larger than a one (1) ton pick-up, semi-trailer, construction machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading or during the course of construction of improvements), maintained, constructed, reconstructed or repaired on any part of the property. No motorized vehicle of any kind may be operated in a manner which is dangerous, noisy or which creates a nuisance. No abandoned motorized equipment or automobile shall be permitted to remain on any lot or in front of any lot.

Section 11: No business, commercial or manufacturing activity shall be conducted within the property. An office of business enterprise in the home may be allowed, subject to the Board's approval, if no clients, customers or suppliers thereof are received in the subdivision.

Section 12: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

Section 13: All lots shall provide for the disposal of waste materials through a septic tank system or other waste disposal system approved by the appropriate governmental authorities, or in the failure of such authority to act by the Association. More specifically, each septic tank system or other waste disposal system must be licensed under the terms of the Texas Water Quality Board Order and the Lower

Colorado River Authority, and all standard requirements and criteria of the Texas Department of Health resources, as are in effect at the time of such application for license is made. Any lot required by the appropriate governmental authorities to have an Evapo-Transportation type septic system must install that type system; all other lots will satisfy requirements by installing septic tank-soil absorption systems. An owner shall submit a plan with regard to the septic tank system to such appropriate governmental authorities prior to the commencement of the construction of any permanent improvements.

Section 14: Renters of an owner's dwelling may have access to the common areas based on the following:

- (1) Leases must be for a minimum of six (6) months.
- (2) No corporate or subleases will be allowed.
- (3) Upon rental of the property, said owner must return their key to an HOA board member and relinquish their rights to use of the common areas. The renters will be required to obtain a key from an HOA board member.
- (4) Renters must abide by all the by-laws of the CCR and any established rules of the common areas. The owner will be responsible for any damage or action by the renter or the renter's guests. If the renter leaves without returning the key to the common areas, the owner will be responsible for the \$150.00 or current key replacement fee.
- (5) Short Term Rentals – less than six (6) months. Nothing herein shall be deemed to preclude short term rental of residences constructed on Lots for residential purposes; however, such rentals shall be subject to reasonable rules, regulations, and restrictions adopted by the Board from time to time which will be applied on a uniform basis as between Lot Owners. Short Term Renters are not permitted access to the Park unless accompanied by a Member or a Member's Family.

Article IV -Owner's Obligation to Repair

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting normal wear and tear.

Article V-Membership in Association, Voting Rights

Every owner of a lot shall be a member of the Naumann's Camp Subdivision Homeowners Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and a vote for each lot shall be exercised as they determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by any such member.

In April or May of each year thereafter, the members of the Association shall meet for the purpose of electing a board of directors for that year as set forth herein. Such board of directors shall have the powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein.

Board/Officer Election. Declarant, initially, appointed a three-member board of directors for the Association. Effective upon the date that this Declaration is recorded in the real property records of Travis County, the Board of Directors will consist of four (4) Members in good standing who will serve as officers of the Association. During the months of April or May, on a specific date to be established by the Board, of each year, the members of the Association shall meet for the purpose of electing a Board of Directors and slate of Officers as set forth herein. Such Board of Directors (and/or Officers), whose terms commence on June 1 of the current year, shall serve for one year, and will have the powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association. Each Board member will have equal voice of voting. If there is a tie by Board members, the decision will be sent to the HOA members by majority vote.

Officers. The officers of the Association shall consist of: President, Vice President, Treasurer, and Secretary.

Management of the Association. The affairs of the Association shall be administered by the Association's Board of Directors. The Board shall have the right, power, and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring, and operation of the Subdivision as provided for in this Declaration and pursuant to applicable law.

Fiscal year will be January 1-December 31.

Article VI- Assessment

Section 1: Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association one annual assessment and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligations of the person or persons who own the lot at the time the assessment fell due, but such personal obligations shall not pass to the successors in title of such person or

persons unless expressly assumed by them.

Section 2: The annual assessment levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the Subdivision, and for the improvement and maintenance of the common area as designated on the recorded plat and the boat ramps within the subdivision.

Section 3: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the common area or any designated boat ramp. Any such assessment must be approved by a majority of the members.

Section 4: At the annual meeting the Association, based on the board of directors' recommendation, shall fix the amount of the annual assessment against each lot. Notice of the annual assessment shall be sent to every owner subject thereto. All annual dues are due to be paid in full by January 31st of each year. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth where the assessment against the specific lot has been paid, and shall, on or before July 31 of each year, cause to be recorded in the offices of the County Clerk of Travis County, Texas, a list of delinquent assessments as of that date.

Section 5: Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at a rate of 10% per annum. The Association, acting through its board of directors, may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. It is hereby declared that said assessment shall constitute a lien on the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 6: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale of transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article VII-General Provisions

Section 1: The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easement, reservations, lien and charges now or hereafter imposed by the

provisions of this declaration. Failure by the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

Section 2: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 51% of the members on a basis of one vote per lot owned.

Section 4: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith or for value as to the subdivision or any lot therein; provided, however, that such condition shall be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.

Section 5: The covenants and restrictions of this declaration shall run with and bind the land, and shall ensure to the benefit of and be enforceable by the Association or any member thereof for a period of 25 years from the date hereof, and thereafter shall continue automatically for additional periods of 25 years, unless otherwise agreed to in writing by the then owners of at least 51% of the subdivision lots based on one vote for each lot owned.

Section 6: The Treasurer shall supply quarterly financial statements to the Board and the President will receive a copy of the monthly bank statements.

Section 7: At each annual meeting the Board shall provide recommendations and/or changes to the existing park (common area) rules and restrictions. The Board shall also provide recommendations and/or changes to the approved fees and charges for the association. These changes shall be approved by a majority vote of 51% of owners present or represented by a valid proxy.

Any reference to plat herein shall refer to the plat as amended and recorded in Volume 76, Page 261, Plat Records, Travis County, Texas.

EXECUTED in Travis County, Texas, on this 3rd day of April, 2019.

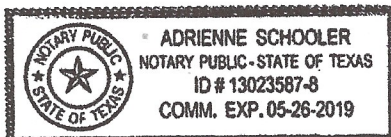
Naumann's Camp Subdivision Homeowner's Association

Peter Rangel
By: Peter Rangel
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument as acknowledged before me on the 3 day of April 2019, by
Peter Rangel, President, of Naumann's Camp Subdivision Homeowner's
Association, by and on behalf of, and as the act of, said entity.



Adrienne Schooler
Notary Public, State of Texas
My Commission expires 5/26/2019

RETURN

NAUMANN'S CAMP SUBDIV HOA
ATTN: PETER RANGEL
PO BOX 93
SPICEWOOD TX 78669

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Dana DeBeauvoir

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Dana DeBeauvoir, County Clerk
Travis County TEXAS