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RESTRICTIONS 6087/898

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SUPPLEMENTAL DECLARATION OF COVENANTS

ONION CREEK SECTION 3

FEB 23 - 1978 4493 • 9.00

1-70-8100

On this 13th day of February, 1978, Onion Creek Development Company (a joint venture composed of Lumbermen's Investment Corporation and C & D Investments, a partnership of which James N. Demaret and James D. Connally are the General Partners), herein collectively called "Developer", hereby declares that the land described below shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, herein called "covenants", set forth in the Declaration of Covenants dated July 9, 1973, by Developer, recorded Book 4678, Page 2228, Deed Records of Travis County, Texas, which is incorporated herein by reference and made a part hereof for all purposes and Developer does specify and agree that the Declaration of Covenants shall be and do constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns, and all subsequent owners of each lot; and the owners, by their acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms of the Declaration of Covenants except that the following paragraphs shall as to the land described below be deemed to be inserted in lieu of the corresponding paragraphs of the Declaration of Covenants as follows:

1. Land.

Developer is the owner of real property located in Travis County, Texas (herein called the "Land") more particularly described in the attached Exhibit "A", which is attached hereto and made a part hereof for all purposes.

2. Subdivision.

Developer has subdivided the Land into lots in a subdivision to be known as Onion Creek Section 3 according to the Plat thereof recorded in Book 3, Page 410, Plat Records of Travis County, Texas, to which Plat and its record reference is made for all purposes. Developer plans to create a residential community by selling the lots for the construction of single-family residences, duplexes each with two single-family dwelling units, and condominium dwelling units pursuant to the Supplementary Declaration of Restrictions of even date and this Supplementary Declaration of Covenants.

The lots described in Paragraph 6(b)(2) of the Supplementary Declaration of Restrictions of even date (Lots 1-6, Block A; Lots 1-4, Block K; Lot 1, Block H) shall be considered and referred to herein as "duplex lots" and the following provisions shall be considered applicable to the duplex lots and as supplementary to the terms and provisions of the Declaration of Covenants:

(a) The owners of duplex lots in Onion Creek Section 3 shall be considered as Class A members of the Onion Creek Homeowners' Association for the purposes of Paragraph 6(a) of the Declaration of Covenants. Each duplex lot in Section 3 shall be treated as two single-family residence lots entitled to two votes per lot in Section 3 and each lot in Section 3 shall be

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RESTRICTIONS 0087/898
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SUPPLEMENTAL DECLARATION OF COVENANTS

UNION CREEK SECTION 3

FB 23-1856-4493 • 9.00

On this 13th day of February, 1978, Union Creek Development

Company (a joint venture composed of Lumbermen's Investment Corporation

and C & D Investments, a partnership of which James N. Demaret and James

D. Connolly are the General Partners), herein collectively called "Developer",

hereby declares that the land described below shall be held, transferred,

solid, conveyed, and occupied subject to the covenants, conditions, restric-

tions, easements, charges and liens, herein called "covenants", set forth in

the Declaration of Covenants dated July 9, 1973, by Developer, recorded

Book 4678, Page 2228, Deed Records of Travis County, Texas, which is

incorporated herein by reference and made a part hereof for all purposes and

Developer does specify and agree that the Declaration of Covenants shall be

and do constitute covenants to run with the land and shall be binding upon

Developer, its successors and assigns, and all subsequent owners of each lot;

and the owners, by their acceptance of their deeds, for themselves, their

heirs, executors, administrators, successors and assigns, covenant and agree

to abide by the terms of the Declaration of Covenants except that the follow-

ing paragraphs shall as to the land described below be deemed to be inserted

in lieu of the corresponding paragraphs of the Declaration of Covenants as

follows:

1. Land.

Developer is the owner of real property located in Travis County,

Texas (herein called the "Land") more particularly described in the attached

Exhibit "A", which is attached hereto and made a part hereof for all pur-

poses.

2. Subdivision.

Developer has subdivided the Land into lots in a subdivision to

be known as Union Creek Section 3 according to the Plat thereof recorded in

Book 3, Page 410, Plat Records of Travis County, Texas, to which Plat and

its record reference is made for all purposes. Developer plans to create a

residential community by selling the lots for the construction of single-family

residences, duplexes each with two single-family dwelling units, and condo-

minium dwelling units pursuant to the Supplementary Declaration of Restric-

tions of even date and this Supplementary Declaration of Covenants.

The lots described in Paragraph 6(b)(2) of the Supplementary

Declaration of Restractions of even date (Lots 1-6, Block A; Lots 1-4, Block

K; Lot 1, Block H) shall be considered and referred to herein as "duplex

lots" and the following provisions shall be considered applicable to the duplex

lots and as supplementary to the terms and provisions of the Declaration of

Covenants:

(a) The owners of duplex lots in Union Creek Section 3 shall be

considered as Class A members of the Union Creek Homeowners' Association

for the purposes of Paragraph 6(a) of the Declaration of Covenants. Each

duplex lot in Section 3 shall be treated as two single-family residence lots

entitled to two votes per lot in Section 3 and each lot in Section 3 shall be

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ED RECORDS
Travis County, Texas

assessed as two single-family residence lots under Paragraph 8(e) of the Declaration of Covenants.

(b) The duplex lots (except Lot 1, Block A) are subject to 24-foot private driveway easements as shown on the plat thereof on the northerly side of Lot 2 and southerly side of Lot 3 and the easterly side of Lots 5 and 6 and westerly side of Lot 4 in Block A, on the westerly sides of Lots 1, 2, 3 and 4 and on the northerly side of Lot 2 and southerly side of Lot 3 in Block K and on the westerly side of Lot 1, Block H. These driveways are hereby dedicated as private easements as follows:

(i) The driveway between Lots 2 and 3, Block A, shall be appurtenant to Lots 2 and 3, Block A.

(ii) The driveway between Lots 4, 5 and 6, Block A, shall be appurtenant to Lots 4, 5 and 6, Block A.

(iii) The driveway between Lots 2 and 3, Block K and across the rear portion of Lots 1, 2, 3 and 4, Block K, shall be appurtenant to Lots 1-4, Block A.

(iv) The driveway at the rear of Lot 1, Block H, shall be appurtenant to Lot 1, Block H.

The driveways shall be used by the owners of the Lots to which the driveway is appurtenant (or any part thereof) and their tenants, guests and invitees for ingress and egress to those Lots and the improvements thereon. The driveways shall be maintained, repaired and replaced as needed to keep them in good condition by the duplex lot owners to which said driveways are appurtenant. The lot owners shall share the cost and expense of repairing, maintaining and replacing the driveway appurtenant to their lots equally within each of the groups set out in (i) thru (iv) above so that the owners of Lot 2 and 3, Block A shall share equally in the cost of the driveway appurtenant to their lots and so forth.

If the duplex lot owners fail or refuse to pay the cost and expense of repairing, maintaining and replacing the driveway, this expense may be treated for all purposes as a special annual assessment under the terms of Paragraph 8(d) of the Declaration of Covenants as determined by the Board of Directors of the Association without requiring a petition of members of a class or owners of lots in Section 3 or otherwise.

8. Assessments.

(g) Due Date. The annual assessments shall commence on the date fixed by the Board of Directors of the Association. The first annual assessment shall be for the balance of the calendar year and shall become due on the date fixed for commencement. After the first year, the assessment shall be made at the annual meeting on a calendar year basis and shall be paid annually or otherwise as billed by the Board of Directors of the Association. Capital assessments shall be due thirty (30) days after notice thereof is given by the Board of Directors of the Association.

11. General Provisions.

(b) Duration. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until December 31, 1987, at which time said covenants shall be automatically extended for

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successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

The terms of the Declaration of Covenants except as amended and supplemented hereby shall be applicable to the above described land and lots into which the same is subdivided.

EXECUTED this 13th day of February, 1978.

UNION CREEK DEVELOPMENT COMPANY

Lumbermen's Investment Corporation

By K. M. Tastrow, Jr.
C & D Investments
By [Signature]

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared K. M. Tastrow, Jr., President of Lumbermen's Investment Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 13th day of February, 1978.

Notary Public, Travis County, Texas

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Willard Connolly General Partner of C & D Investments, a partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office on this the 22nd day of February, 1978.

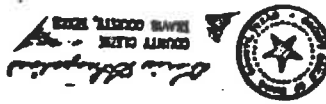
NOTARY SEAL

Notary Public, Travis County, Texas

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FILED
FEB 23 9 42 AM 1978
IRVING COUNTY CLERK
IRVING COUNTY, TEXAS



FEB 23 1978

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that the foregoing was filed on the
date and at the time stamped herein by me and was duly
recorded in the Public and Page of the record RECORDS
of Tarrant County, Texas, as shown herein by me, as

FILED
FEB 23 9 42 AM 1978
IRVING COUNTY CLERK
IRVING COUNTY, TEXAS

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