

4 07 3884

SUPPLEMENTAL DECLARATION OF COVENANTS

UNION CREEK SECTION 6A

On this 30th day of May, 1986, Union Creek Development Company (a Joint Venture of Lumbermen's Investment Corporation, a Texas Corporation and St. James Realty, a Delaware Corporation) 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 Union Creek Section 6A according to the Plat thereof recorded in Book 85, Page 146B, 146C, 146D, Plat Records of Travis County, Texas, to which Plat and its record reference is made for all purposes. Developer plans to further the residential community created by previous sections through selling lots and other tracts of land for the construction of single family dwellings pursuant to the Supplementary Declaration of Restrictions of even date and this Supplementary Declaration of Restrictions of even date and this Supplementary Declaration of Covenants.

Block L, Lot 29 shall be owned and maintained by the Union Creek Homeowners Association and is for the exclusive use and enjoyment of the Union Creek Homeowners Association. Block L, Lot 29 may not be deeded, transferred, assigned or conveyed to any third party and may not be developed, improved or modified for any purpose other than recreational purposes.

The owners of lots as parts thereof shall be considered as Class A members of the Union Creek Homeowners' Association (with the exception of Lot 29 Block L) for the purposes of Paragraph 6(2) of the Declaration of Covenants in accordance with the type of residential use designated.

B. Assessments.

(a) The following provision shall be added to subparagraph B(b) of the Declaration of Covenants as to this section so that the terms of subparagraph B(b) as added to hereby shall apply to and cover Union Creek Section 6A as follows: "The Board of Directors of the Association shall be authorized to add to or subtract from the services that may be provided and the uses that may be made of assessments made hereunder."

(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.

(4) General Provisions.

(a) Duration. These covenants are to run with the Land and shall be binding on all parties and persons claiming under them until December 31, 1999, at which time said covenants shall be automatically extended for 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 the 30th day of May, 1986.

UNION CREEK DEVELOPMENT COMPANY

By Stephen P. Hudnall
Stephen P. Hudnall
Attorney In Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared STEPHEN P. HUDNALL of Union Creek Development Company, 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 30th day of May, 1966.

Linda G. Landeros
Notary Public, for the State
of Texas

My Commission Expires:

LINDA G. LANDEROS
NOTARY
FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 15, 1967

NOTARY SEAL

EXHIBIT "A"
to
SUPPLEMENTARY DECLARATION OF COVENANTS BY
ONION CREEK DEVELOPMENT COMPANY
DATED May 30, 1986

64.324 acres of land out of that certain 897.23 acre tract of land situated in the Santiago Del Valle Grant, Travis County, Texas as described by a deed of record in Vol. 4487, Page 806 recorded November 10, 1972 Deed Records, Travis County, Texas, which 64.324 acres are more particularly described on the plat of Onion Creek Section 6-A, described and referred to in Paragraph 2 heretof.

Handwritten:
J.I.C.
ATTN: David Rauscher
P.O. Box 1540
78767

FILED
JUN -2 AM 11:26
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
JUN 8 1986 at the time indicated above by me, and
the City Clerk, in the County and Page of the
Deed Records in Travis County, Texas as

JUN 8 1986



RECORDER'S MEMORANDUM
At the time of recording, the instrument was
found to be legible and the best photographic
reproduction because of illegibility, carbon, or
other copy, was made and filed. All notations,
additions and changes were present at the time
the instrument was filed and recorded.

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