



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

CHIMNEY HILLS NORTH NEIGHBORHOOD ASSOCIATION  
CHARTER NUMBER 01423076

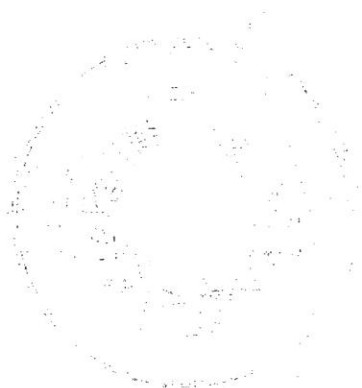
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.


ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED NOV. 20, 1996

EFFECTIVE NOV. 20, 1996



  
Antonio O. Garza, Jr., Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas  
NOV 20 1996  
Corporations Section

— ARTICLES OF INCORPORATION —

NAME: Chimney Hills North Neighborhood Association

MAILING ADDRESS: Lyn Dean, President  
Chimney Hills Neighborhood North Association  
5210 Coppermead Lane  
Austin, TX 78754

PERIOD OF DURATION: Perpetual.

CHIMNEY HILLS NORTH NEIGHBORHOOD ASSOCIATION is a Non-Profit Corporation.

LAWFUL PURPOSE: This Association is an advisory and social organization, whose purpose is to promote the safety and well-being of the neighborhood and to maintain a high quality of living for all the residents of this neighborhood.

REGISTERED AGENT AND OFFICE:  
Lyn Dean  
5210 Coppermead Lane  
Austin, TX 78754

MEMBERSHIP: Members are all the homeowners, their heirs or assigns, of this subdivision.

MANAGEMENT OF THE CORPORATION will be vested in the membership.

INCORPORATOR: Lyn Dean  
5210 Coppermead Lane  
Austin, TX 78754

<b>OFFICERS:</b>			
<u>President</u>	<u>Vice-President</u>	<u>Secretary</u>	<u>Treasurer</u>
Lyn Dean	Anthony Phillips	Connie Jones	Dewey Brooks
5210 Coppermead Ln.	5104 Edenborough Ln.	5107 Edenborough Ln.	9210 Wellesley
Austin, TX 78754	Austin, TX 78754	Austin, TX 78754	Austin, TX 78754

NO DISSOLUTION is anticipated; however, if there were to be a dissolution, the distribution of assets would be according to the manner described in Article. 6.02(3) of the Texas Non-Profit Corporation Act.

Incorporator's Signature Lyn Dean Date 20 Nov 1996

# CHIMNEY HILLS NORTH NEIGHBORHOOD ASSOCIATION (CHNNA)

## BYLAWS

### Article I. Corporate Name

This non-profit corporation shall be known as the **Chimney Hills North Neighborhood Association**

### Article II. Membership

**2.1. Members.** Each single-family household in the neighborhood shall be a member of the CHNNA. A list of members shall be maintained by the CHNNA officers.

**2.2. Dues.** Each member must pay such membership dues as are approved by a **51%** vote of the CHNNA membership. No lot used as a residence shall be exempt from such assessments. Dues shall be payable on an annual or semiannual basis. Any assessment liens approved by the CHNNA to enforce the collection of dues from its members shall be subordinate to any other valid purchase money lien or mortgage covering the lot, home, or any home improvements thereon.

**2.3. Meetings.** Meetings will be called by the CHNNA Officers on a regular basis or upon request of the members of the CHNNA but in no circumstance will meetings be held less than once per year. Written or printed notice stating the place, day, and hour of a meeting of the CHNNA members will be given by the CHNNA Officers not less than ten (10) nor more than six (60) days before the date of the meeting.

### Article III. Management of the CHNNA

**3.1. Generally.** Management of the CHNNA shall be vested in its members. Members may vest such responsibility and authority to manage the CHNNA, as they desire in the officers of the CHNNA.

**3.2. Voting.** Each single-family household shall be entitled to cast one vote on any matter submitted to a vote of the CHNNA members. Votes of members may be obtained at meetings of the members or by circulating written ballots to each household.

**3.3. Approval of Bylaws.** Approval of the initial Bylaws requires approval by **51%** of the members of CHNNA. Amendments to the Bylaws shall require a vote of **75%** of the members of the CHNNA.

#### 3.4. Officers.

**3.4.1. Election & Vacancies.** The officers of the CHNNA shall consist of a **President, Vice-President, Secretary, and Treasurer** and may also consist of such other officers as may be deemed necessary. Each officer shall be elected or appointed for a term one year, elections to be held annually on the first Monday in August. Nominations for officers must be submitted by July 1 before the August election. Elected officers may appoint any member to fill any vacant officer positions until the next election.

**3.4.2. Powers. Generally,** Officers of the CHNNA shall have the authority to act on behalf of the CHNNA to fulfill the purposes of the CHNNA, including but not limited to: development and maintenance of common property, representation of the CHNNA before the City of Austin and Travis County, fostering neighborhood safety, publication of a neighborhood newsletter, and enforcement of neighborhood deed restrictions. Officers shall have such powers as are necessary and proper to achieve these purposes, subject only to those limitations regarding expenditures of CHNNA funds contained in these bylaws.

**Purchases.** Purchase of goods and services made on behalf of the CHNNA from CHNNA funds may be made by the officers without approval of the CHNNA Officers where such expenditures total \$200 or less.

**3.4.3. Indemnification.** In the discharge of their duties or powers, officers who act in good faith and with ordinary care will not be held necessary liable for the actions of the CHNNA. The CHNNA shall indemnify any officer for liability incurred while acting in his official capacity so long as the officer was acting in good faith and with ordinary care on behalf of the CHNNA.

**3.5. Records.** The CHNNA shall keep complete books and records and minutes of proceedings to be kept by the President of the CHNNA or his designated agent. Each member of the CHNNA, on written demand, has a right to examine the books and records of the CHNNA at any reasonable time, at the expense of that member. The CHNNA shall prepare and approve an annual financial activity report. Expenses to prepare such a report shall be payable by the CHNNA from its membership dues.

**Article IV. Dissolution.**

The CHNNA may voluntarily dissolve at any time in accordance with the Texas Non-Profit Corporation Act

**AMENDED AND SUPPLEMENTAL  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
CHIMNEY HILLS NORTH**

**THIS AMENDED AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHIMNEY HILLS NORTH**, is made on the date hereinafter set forth by Alborz Corporation, a Texas corporation. ("Alborz") and Austin Custom Home Builders Joint Venture, a Texas joint venture (Austin), (Alborz and Austin are hereinafter referred to as "Developer")

**WITNESSETH:**

**WHEREAS**, Developer is the sole owner of all the lots, tracts and parcels of land which consist and compromise Chimney Hills North, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Page 81D, 82A, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter called the "Subdivision");

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") for the Subdivision are recorded in Volume 6557, Page 454 of the Deed Records of Travis County, Texas; and

**WHEREAS**, the Original Declaration was amended in by that certain Amended Declaration of Covenants, Conditions and Restrictions ("First Amendment") recorded in volume 9317, Page 001 of the Real Property Records of Travis County, Texas; and

**WHEREAS**, certain additional restrictions were imposed on the Subdivision in that certain Declaration of Restrictions, Chimney Hills North ("Additional Declaration") recorded in Volume 9535, Page 675 of the Real Property Records of Travis County, Texas; and

**WHEREAS**, Alborz and Austin have succeeded to all of the rights of the Developer in connection with the Subdivision and the Developer, in cooperation with the Chimneyhill-Austin Home Owners Association Board of Directors, desires to amend and supplement the restrictions affecting the Subdivision; and

**WHEREAS**, the Chimneyhill-Austin Home Owners Association Board of Directors is composed of five members, and a majority of the Chimneyhill-Austin Home Owners Association Board of Directors, as evidenced by their signatures below, agree to the amendments to the restrictions and the supplemental restrictions as set forth herein.

**NOW, THEREFORE**, Developer hereby declares that all of the lots located in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having any right. title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### AMENDMENT OF EXISTING RESTRICTIONS

- 1.1 The Additional Restrictions, same being the Declaration of Restrictions recorded in Volume 9535, Page 675 of the Real Property Records of Travis County, Texas, are hereby deleted in their entirety and replaced with these Amended and Supplemental Declaration of Covenants, Conditions and Restrictions.
- 1.2 The Original Declaration and First Amendment shall remain in full force and effect, except as specifically amended hereby.

## ARTICLE II

### COVENANTS CONDITIONS AND RESTRICTIONS

- 2.1 **Land Use and Building Woe.** The Subdivision contains one hundred sixty-five (165) single family lots. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height. Provided, however, nothing herein shall prohibit the right of the Developer or its nominee to maintain a sales office on any lot for as long as any lots remain unsold. This Section 2.1 specifically amends Section 1 of the Original Declaration and Section 1 of the First Amendment.
- 2.2 **Dwelling Size.** The minimum floor area of the main structure, exclusive of one-story open porches and garages, shall be as follows:
  - a. Two bedroom residence - 1,050 sq. ft.
  - b. Three bedroom residence - 1,200 sq. ft.
  - c. Four bedroom residence - 1,350 sq. ft.

This Section 2.2 specifically amends Section 2 of the Original Declaration.

- 2.3 **Garages.**
  - a. Single car garages shall be permitted on a maximum of '41 lots in the Subdivision, but shall only be permitted on a lot where a two bedroom residence is being constructed.
  - b. Double car garages shall be required with all other residences constructed on the remaining lots in the Subdivision.
- 2.4 **Masonry.**
  - a. Interior lot residences will have masonry veneer to a height of seven (7) feet on the exterior wall facing the front street, excluding however, porches, windows, shutters, trim and doors.
  - b. Corner lot residences will have masonry veneer to a height of seven (7) feet on the exterior wall facing the front street and the exterior wall facing the side street, excluding however, porches, windows, shutters, trim and doors.

- 2.5 **Landscaping.** Landscaping in compliance with standard Federal Housing Authority (FHA) requirements shall be installed prior to the completion of any residence constructed on a lot, including the sodding of the front yard with grass.
- 2.6 **Fences.**
- a. Privacy fences shall be of wood construction and shall not extend nearer to the front street than the front wall of the residence.
  - b. Privacy fences shall be built parallel to the streets between residences to block the view of the backyard, including corner lots when a home is constructed on the lot. This fence shall be "set back" or "stair-step" so as the front wall fence is not built in one straight line.
  - c. Privacy fences shall be built at the rear of any lot backing up to Chimney Hills Blvd.
  - d. Privacy fences shall be built at the rear of any lot that abuts any property owned by the Chimney Hills-Austin Home Owners Association ("CHOA") when a home is constructed on the lot.
- 2.7 **Antenna.** No antenna or other device for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any lot which shall be visible from the street adjoining the front of said lot, unless approved by the Architectural Control Committee.
- 2.8 **Clothes Lines.** Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot unless they are erected, placed and maintained exclusively within an area not visible from any adjoining lot.
- 2.9 **Machinery.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Developer may require for the operation and maintenance of the subdivision.
- 2.10 **Further subdivisions.** No lot shall be further subdivided or separated into small lots or parcels and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any lot owner without the prior written approval of the Developer or Architectural Control Committee.
- 2.11 **Motor Vehicles.** Except with approval of the Architectural Control Committee, no truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle or boat be constructed, reconstructed, or repaired upon any lot, or upon any street or easement, in such a manner as will be visible from adjoining lots; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, construction of any improvement approved by the Developer or Architectural Control Committee.

- 2.12 **Shrubbery, Trees and Grass.** Each owner of a residence within the subdivision, shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event any residence remains vacant for a period of forty-five (45) days, the Developer or Architectural Control Committee, or its authorized agents, shall have the right at any reasonable time to enter upon any such lot to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the owner.
- 2.13 **Maintenance and Repair of Residence.** No residence upon any lot shall be permitted to fall into disrepair, and each such residence shall at all times be kept in good condition and repair and adequately painted or otherwise finished. It shall be the duty, responsibility and obligation of each owner, at his own cost and expense, to care for, maintain and repair the exterior and interior of his residence and all other improvements on his lot and to the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his residence, sidewalks and fences. The Architectural Control Committee shall have the right to enforce this restriction to the fullest extent permitted in the Declaration. If any residence is damaged or destroyed, the Owner shall diligently proceed to restore such residence to the condition existing prior to such damage or destruction or, in the alternative, raze or remove such residence.
- 2.14 **Entrances to Subdivision.** Notwithstanding any provision or provisions herein contained, the Developer shall be allowed to construct and maintain one or more entrance ways to the subdivision constructed of whatever design or materials deemed desirable by Developer, which such entry ways shall contain the name of the subdivision.
- 2.15 **Outbuildings.** Any structures, temporary or permanent, other than the main residence or garage shall not exceed ten (10) feet in height and shall not exceed 120 square feet of floor area. Any proposed outbuilding, except temporary home builder construction facilities, must be presented to the Architectural Control Committee for a determination as to whether the outbuildings meet the aforesaid requirements and are of a texture and color which would be reasonable within the neighborhood surroundings. Any such proposed outbuilding must be presented to the Architectural Control Committee before construction begins or such outbuilding is placed on the lot in the Subdivision.
- 2.16 **Recreational Equipment.** All playground or recreation equipment must be placed in the back yard, except basketball goals and backboards may be placed in the driveway of any residence as long as they are not installed closer to the front or side lot lines than the applicable building set back line.



## ARTICLE III

### Architectural Control Committee

- 3.1 **Architectural Control.** No building, fence, wall or other structure shall be erected, placed, or altered on any lot, nor shall there be any change in the exterior color or elevation of an existing residence, until the construction plans and specifications and a plan showing the nature, kind, shape, height, materials and location of the same have been approved by the Architectural Control Committee appointed by the Developer as set out below, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
- 3.2 **Membership.** The Architectural Control Committee shall be appointed by the Developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Developer shall have the sole authority to designate a successor. The Developer shall have sole control over the Architectural Control Committee until all lots in the Subdivision have been sold to home owners and residences have been constructed on all lots. Once all of the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots, the authority to appoint the members of the Architectural Control Committee shall be vest in the Chimneyhill-Austin Home Owners Association ("CHOA"). CHOA may retain control of the Architectural Control Committee or pass control to the home owners of the Subdivision, or share control with the home owners of the Subdivision. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
- 3.3 **Liability.** Neither the Architectural Control Committee or any member thereof shall be personally liable to any person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (iii) the development of any lot; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.
- 3.4 **Procedure.** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 3.5 **Association.** There is no home owners association. However, after all of the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots, the home owners may, at their option, form a Home Owners Association, and may, by majority vote (51%) of all of the home owners, impose assessments or require monthly dues. However, until such time as all of the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots, there will be no mandatory fees, dues or assessments of any kind.

- 3.6 **Subordination of the Assessment Lien to Mortgages.** In the event the home owners establish a Home Owners Association after the all of the lots in the Subdivision have been sold to home owners as set forth in Section 3.5, and subsequently provide for assessments and liens to secure such assessments, any such assessments liens shall be subordinate to any valid purchase money lien or mortgage covering a lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any lot shall not affect said assessment lien. However, the sale or transfer of any lot pursuant to a judicial or nonjudicial foreclosure under a purchase money lien or lien securing the cost of construction of home improvements shall extinguish the assessment lien securing such assessment or charge only as, to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof. No extinguishment of the assessment lien shall relieve the delinquent Owner from his personal obligation and liability therefor. In addition to the automatic subordination provided hereinabove, any such Association created may, in the discretion of its Board of Directors, subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determined. Any lots dedicated to, and accepted by, a local public authority and devoted to public use and all lots owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from any such assessments that may be subsequently levied by a Home Owners Association. Notwithstanding the foregoing, no lot which is used as a residence shall be exempt from any such assessments.

#### **ARTICLE IV**

##### **General Provisions**

- 4.1 **Recreational Area.** Prior to December 31, 1995, the Developer and CHOA shall mutually agree upon the designation of two lots in the Subdivision for the purposes of a recreation area. Developer shall donate such two lots, free of charge, to any entity designated by CHOA. Developer shall have no obligation regarding such lots other than the donation of same to the entity designated by CHOA. In the event such lots are not used for recreational purposes by CHOA or the entity designated by CHOA by December 31, 1996, such lots shall revert back to Developer.
- 4.2 **Main Street Homes, Inc.** Main Street Homes, Inc. ("Main Street") has entered into a contract with Developer to purchase all of the lots in the Subdivision (the "Main Street Contract"). Developer agrees to provide to CHOA a copy of the Main Street Contract. Main Street has joined in the execution of these amended and supplemental restrictions to evidence its consent to same. Developer and CHOA agree that if the Main Street Contract is terminated, Developer shall have the option to require that all future residences be constructed in accordance with the terms of the Original Declaration and the First Amendment, and the amendments thereto as set forth herein shall be of no further force and effect.
- 4.3 **Notice to Home Buyers.** All present and subsequent home owners of any parcel or lot in this Subdivision shall include in all sales contracts regarding lots or parcels in the Subdivision that home buyers in this Subdivision are not permitted to use the recreational areas, common areas, or amenities in the area over which CHOA has authority. All present and subsequent owners of any lot or parcel in or out of this Subdivision shall sign a form acknowledging that they are aware that they are not permitted to use the recreation areas, common areas, or amenities operated or under the authority of CHOA. Finally, all owners or buyers of any lot or parcel the Subdivision shall sign a statement which shall be provided by any seller of any lot or parcel in this Subdivision which waives and discharges any claim or liability as to CHOA or its individual members arising from the use by the buyer of any recreation area, common area, or

amenity existing under the authority or operated by CHOA and further indemnifying CHOA against any such claim or liability arising from the use of such recreation areas, common areas, and amenities by any guest, family member, invitee, licensee, or employee of the buyer. By either the execution of this statement or by the subsequent purchase of any lot in the Subdivision, the owner or buyer does waive such claims and liabilities arising from third parties defined hereinabove, and furthermore, by executing this statement or by purchasing a lot or parcel in this Subdivision every party so situated accepts and acknowledges that party's responsibility to provide the above-referenced statements to future buyers who purchase such lots or parcels from said party in any subsequent transactions.

- 4.4 **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
- 4.5 **Amendment.** These amended and supplemental restrictions may be amended by Developer at any time with the consent of a majority of the Board of Directors of CHOA. After all of the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots, these amended and supplemental restrictions may be amended by an instrument signed by owners of not less than seventy-five percent (75%) of such lots, with the consent of a majority of the Board of Directors of CHOA.
- 4.6 **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The owner of any lot or parcel in the Subdivision, as well as the CHOA acting pursuant to a majority vote of its Board of Directors, shall be entitled to and have standing to enforce the covenants, restrictions, and conditions set forth herein.
- 4.7 **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 28 day of February, 1995.

AMENDED AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CHIMNEY HILLS NORTH

This Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Chimney Hills North, is made on this date by Chimney Hills North Neighborhood Association, a non-profit corporation, incorporated under the laws of the State of Texas (hereinafter referred to as "Association").

WHEREAS, Chimney Hills North is a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Page 81D, 82D, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter referred to as "Subdivision"); and,

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for the Subdivision are recorded in Volume 6557, Page 454 of the Deed Records of Travis County, Texas (hereinafter referred to as "Original Declaration"); and,

WHEREAS, the Original Declaration was amended by that certain Amended Declaration of Covenants, Conditions and Restrictions recorded in Volume 9317, Page 001 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain additional restrictions were imposed on the Subdivision in that certain Declaration of Restrictions, Chimney Hills North recorded in Volume 9535, Page 675 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain Amended and Supplemental Covenants, Conditions and Restrictions are recorded in Volume 12383, Page 280, of the Real Property Records of Travis County, Texas, wherein the restrictions recorded in Volume 9535, Page 675, of the Real Property Records of Travis County, Texas, were deleted in their entirety and replaced with the Amended and Supplemental Declarations of Covenants, Conditions and Restrictions, recorded in Volume 12383, Page 280 (hereinafter referred to as "Replacement Restrictions"); and,

WHEREAS, the Chimneyhill-Austin Home Owners Association Board of Directors is composed of five members, and a majority of the Chimneyhill-Austin Home Owners Association Board of Directors, as evidenced by their signatures below, agree to the amendments to the restrictions and the supplemental restrictions as set forth herein.

NOW, THEREFORE, Developer hereby declares that all of the lots located in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.


## ARTICLE II

Article II is amended by adding Section 2.17 and shall read as follows:

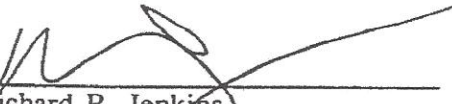
2.17 Lot set back lines. The front building set back line on each lot within the Subdivision shall be ten (10) feet from the front lot line, notwithstanding the fact that the plat for Chimney Hills North, recorded in Volume 86, Page 81B through 82A, Plat Records of Travis County, Texas, requires a twenty (20) foot front building set back line. Furthermore, the side building set back line for Lot 1, Block 2, Chimney Hills North shall be eight (8) feet, notwithstanding the fact that the Chimney Hills North plat, described above, requires a ten (10) foot side building set back.

EXECUTED this 22 day of May, 1995.

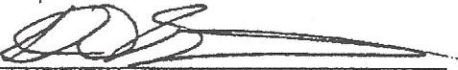
Alborz Corporation, a Texas Corporation

by:   
Mike Hassibi, President

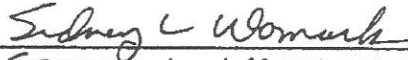
Austin Custom Home Builders Joint Venture,  
a Texas joint venture

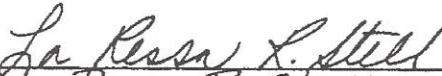
by:   
Richard R. Jenkins,  
Managing Venturer

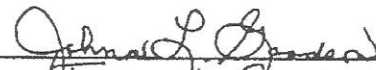
Main Street Homes, Inc.

by:   
Stephen D. Bartholomew  
Its: President

For the Chimneyhill-Austin Home Owners  
Association, constituting a majority of  
the Board of Directors thereof

by:   
SIDNEY L. WOMACK  
Director

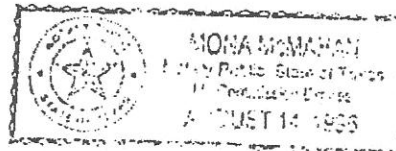
by:   
La Ressa R. Stell  
Director

by:   
John L. Goodson  
Director

STATE OF TEXAS  
COUNTY OF TRAVIS

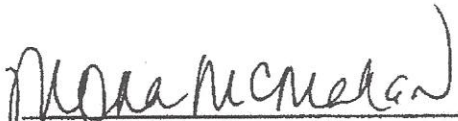
This instrument was acknowledged before me on May 22, 1995 by Mike Hassibi,  
President of Alborz Corporation, a Texas corporation on behalf of such corporation.

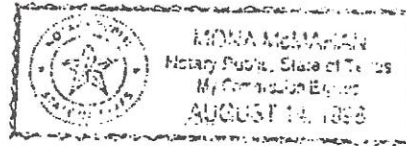
  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

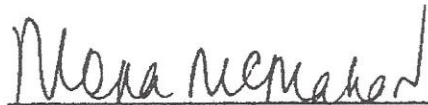
This instrument was acknowledged before me on May 22, 1995 by Richard R. Jenkins, Managing Venturer of Austin Custom Home Builders Joint Venture, a Texas joint venture on behalf of such joint venture.

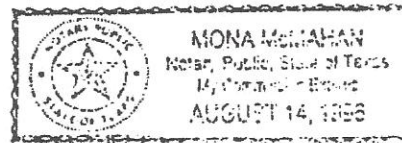
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

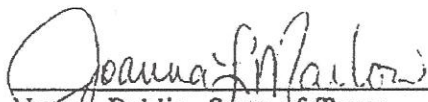
This instrument was acknowledged before me on May 22, 1995 by Stephen D. Bartholomew President of Main Street Homes, Inc., a Texas corporation on behalf of such corporation.

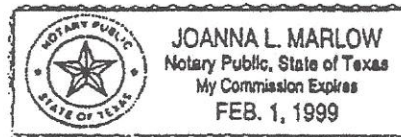
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

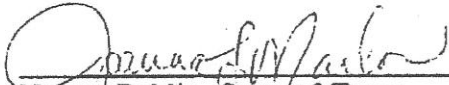
This instrument was acknowledged before me on May 22, 1995 by SIDNEY L. WOMACK, Director of Chimneyhill-Austin Home Owners Association on behalf of such association.

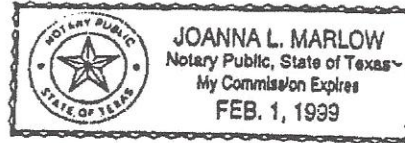
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

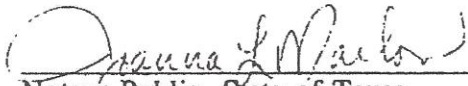
This instrument was acknowledged before me on May 27, 1995 by  
LARREKA R. STELL, Director of Chimneyhill-Austin Home Owners Association on behalf  
of such association.

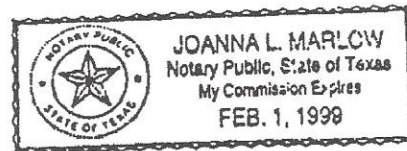
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on May 27, 1995 by  
JOHANNA L. GOODSON, Director of Chimneyhill-Austin Home Owners Association on behalf  
of such association.

  
\_\_\_\_\_  
Notary Public, State of Texas



Return to:  
AUSTIN TITLE COMPANY  
1515 Capital of Texas Highway South  
Fifth Floor  
Austin, Texas 78746

Holly



AMENDED AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CHIMNEY HILLS NORTH

5

This Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Chimney Hills North, is made on this date by Chimney Hills North Neighborhood Association, a non-profit corporation, incorporated under the laws of the State of Texas (hereinafter referred to as "Association").

WHEREAS, Chimney Hills North is a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Page 81D, 82D, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter referred to as "Subdivision"); and,

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for the Subdivision are recorded in Volume 6557, Page 454 of the Deed Records of Travis County, Texas (hereinafter referred to as "Original Declaration"); and,

WHEREAS, the Original Declaration was amended by that certain Amended Declaration of Covenants, Conditions and Restrictions recorded in Volume 9317, Page 001 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain additional restrictions were imposed on the Subdivision in that certain Declaration of Restrictions, Chimney Hills North recorded in Volume 9535, Page 675 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain Amended and Supplemental Covenants, Conditions and Restrictions are recorded in Volume 12383, Page 280, of the Real Property Records of Travis County, Texas, wherein the restrictions recorded in Volume 9535, Page 675, of the Real Property Records of Travis County, Texas, were deleted in their entirety and replaced with the Amended and Supplemental Declarations of Covenants, Conditions and Restrictions, recorded in Volume 12383, Page 280 (hereinafter referred to as "Replacement Restrictions"); and,

WHEREAS, the authority for the organization of the Association is contained in Section 3.5 of the Replacement Restrictions; and

WHEREAS, the Association was duly organized under the provisions of Section 3.5 of the Replacement Restrictions; and,

WHEREAS, the Association was duly incorporated under the laws of the State of Texas on November 20, 1996, Charter Number 01423076; and,

WHEREAS, the Association has duly elected the officers of the Association consisting of a President, Vice-President, Secretary, and Treasurer, said officers having authority to act on behalf of the Association regarding the enforcement of neighborhood restrictions, and other powers; and,

WHEREAS, the Association now desires to amend and supplement the Replacement Restrictions; and,

WHEREAS, all the officers of the Association, as evidenced by their signatures below, agree to the amendments set forth herein, said amendments applying to all covenants, conditions and restrictions referred to herein.

THEREFORE, the Association hereby declares that all of the lots located in the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

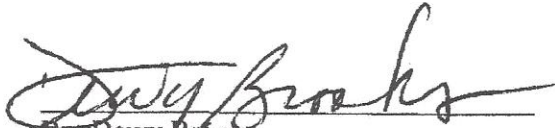
### ARTICLE III Architectural Control Committee

Article III is amended by adding Section 3.7, and shall read as follows:


3.7 Chimney Hills North Neighborhood Association. All the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots. There is a home owners association affecting all lots in the Subdivision, namely the Chimney Hills North Neighborhood Association, a Texas non-profit corporation (hereinafter referred to as "Association"). The Association was formed by a majority vote of all the home owners in the Subdivision. Among other powers, the Association is authorized to assess dues on all lots in the Subdivision, and enforce the collection thereof.

EXECUTED ON 11/15/02 2002 in Austin, Texas.

CHIMNEY HILLS NORTH NEIGHBORHOOD ASSOCIATION, a Texas non-profit corporation

  
By: Dewy Brooks  
Its: President and Treasurer

  
By: Constance Jones  
Its: Secretary

  
By Gwin Robinson  
Its: Vice-President

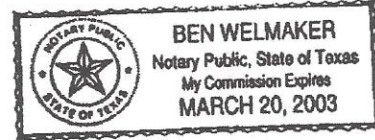
AFTER RECORDING RETURN TO:

The Law Office of James Bellevue  
6705 W. HWY 290, Suite 502-295  
Austin, TX 78735  
512-288-5353

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on 11/13, 2002 by Dewy Brooks, as President and Treasurer of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

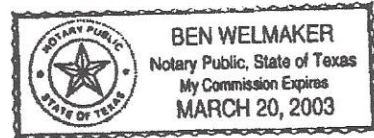
Ben Welmaker  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on 11/13, 2002 by Constance Jones, as Secretary of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

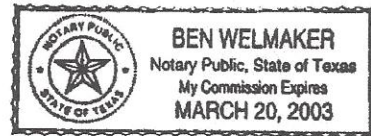
Ben Welmaker  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on 11/13, 2002 by Gwin Robinson, as Vice-President of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

Ben Welmaker  
Notary Public, State of Texas





NOTICE REGARDING THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHIMNEY HILLS NORTH

This Notice Regarding the Declaration of Covenants, Conditions and Restrictions for Chimney Hills North, is made on this date by Chimney Hills North Neighborhood Association, a non-profit corporation, incorporated under the laws of the State of Texas (hereinafter referred to as "Association").

4

WHEREAS, Chimney Hills North is a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Page 81D, 82D, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter referred to as "Subdivision"); and,

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for the Subdivision are recorded in Volume 6557, Page 454 of the Deed Records of Travis County, Texas (hereinafter referred to as "Original Declaration"); and,

WHEREAS, the Original Declaration was amended by that certain Amended Declaration of Covenants, Conditions and Restrictions recorded in Volume 9317, Page 001 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain additional restrictions were imposed on the Subdivision in that certain Declaration of Restrictions, Chimney Hills North recorded in Volume 9535, Page 675 of the Real Property Records of Travis County, Texas; and,

WHEREAS, certain Amended and Supplemental Covenants, Conditions and Restrictions are recorded in Volume 12383, Page 280, of the Real Property Records of Travis County, Texas, wherein the restrictions recorded in Volume 9535, Page 675, of the Real Property Records of Travis County, Texas, were deleted in their entirety and replaced with the Amended and Supplemental Declarations of Covenants, Conditions and Restrictions, recorded in Volume 12383, Page 280 (hereinafter referred to as "Replacement Restrictions"); and,

WHEREAS, the authority for the organization of the Association is contained in Section 3.5 of the Replacement Restrictions; and,

WHEREAS, all the lots in the Subdivision have been sold to home owners and residences have been constructed on all lots; and,

WHEREAS, the Association was duly organized under the provisions of Section 3.5 of the Replacement Restrictions; and,

WHEREAS, the Association was duly incorporated under the laws of the State of Texas on November 20, 1996, Charter Number 01423076; and,

WHEREAS, the Association has duly elected the officers of the Association consisting of a President, Vice-President, Secretary, and Treasurer, said officers having authority to act on behalf of the Association regarding the enforcement of neighborhood restrictions, and other powers; and,

WHEREAS, the Association now desires to give Notice regarding the existence of the Association; and,

WHEREAS, all the officers of the Association, as evidenced by their signatures below, agree to the Notice set forth herein, said Notice applying to all covenants, conditions and restrictions referred to herein.

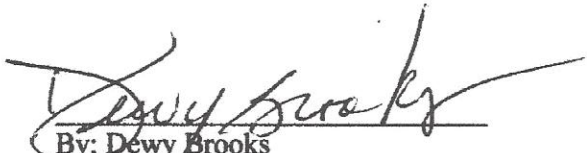
THEREFORE, the Association hereby declares that all of the lots located in the Subdivision shall be held, sold and conveyed subject to the following Notice regarding the covenants, conditions and restrictions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

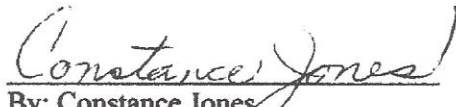
NOTICE

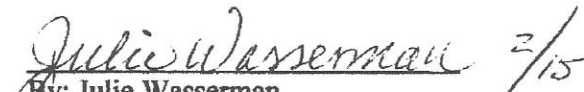
There is a home owners association affecting all lots in the Subdivision, namely the Chimney Hills North Neighborhood Association, a Texas non-profit corporation (hereinafter referred to as "Association"). The authority for the organization of the Association is contained in the Replacement Restrictions. The Association was formed by a majority vote of all the home owners in the Subdivision. Among other powers, the Association is authorized to assess dues on all lots in the Subdivision, and enforce the collection thereof.

EXECUTED ON February 13<sup>th</sup>, 2004 in Austin, Texas.

CHIMNEY HILLS NORTH NEIGHBORHOOD ASSOCIATION, a Texas non-profit corporation

  
By: Dewy Brooks  
Its: President and Treasurer

  
By: Constance Jones  
Its: Secretary

 2/15  
By: Julie Wasserman  
Its: Vice-President

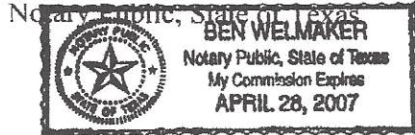
AFTER RECORDING RETURN TO:

The Law Office of James Bellevue  
6705 W. HWY 290, Suite 502-295  
Austin, TX 78735  
512-288-5353

STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on 13<sup>th</sup> February 2004 by Dewy Brooks, as President and Treasurer of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

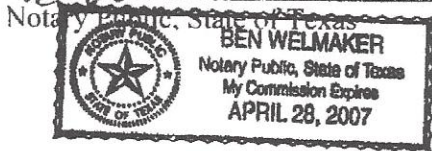
*Ben Welmaker*



STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on 13<sup>th</sup> February 2004 by Constance Jones, as Secretary of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

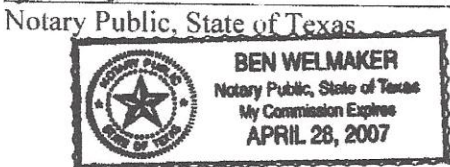
*Ben Welmaker*



STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on 15<sup>th</sup> February 2004 by Gwin Robinson, as Vice-President of the Chimney Hills North Neighborhood Association, a Texas non-profit corporation, on behalf of such corporation.

*Ben Welmaker*



*SILVIE WASSERMAN*  
**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Apr 02 12:43 PM 2004061493

BENAVIDESV \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS