STATE OF TEXAS
COUNTY OF WILLIAMSON
SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Northwoods at Avery Ranch

Dated as of December 20, 2012

By

NORTHWOODS AVERY RANCH, LLC
A TEXAS LIMITED LIABILITY COMPANY

"Declarant"

DECLARANT'S ADDRESS:
7811 Ranch Road 2338
Georgetown, Texas 78633

PROPERTY:
Northwoods at Avery Ranch

Cross reference to Declaration of Covenants, Conditions, and Restrictions for Northwoods at Avery Ranch recorded as Document No. 2011031122 in the Official Public Records of Williamson County, Texas and First Amendment to Declaration of Covenants, Conditions, and Restrictions for Northwoods at Avery Ranch recorded as Document No. 2012026915, Official Public Records of Williamson County, Texas.
SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTHWOODS AT AVERY RANCH

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS:

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Northwoods at Avery Ranch (this “Amendment”) is made by Northwoods Avery Ranch, LLC, a Texas limited liability company, whose address is 7811 Ranch Road 2338, Georgetown, Texas 78633 (hereinafter, “Declarant”), and is as follows:

RECITALS:

A. Declarant previously executed that certain Declaration of Covenants, Conditions, and Restrictions for Northwoods at Avery Ranch, recorded as Document No. 2011031122 in the Official Public Records of Williamson County, Texas and that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Northwoods at Avery Ranch, recorded as Document No. 2012026915, Official Public Records of Williamson County, Texas (collectively, the “Master Declaration”).

B. Pursuant to Section 11.2.2 of the Master Declaration, for so long as Declarant owns or has the option to acquire any portion of the property subject to the Master Declaration, the Master Declaration may be amended by the recording in the Official Public Records of Williamson County, Texas, of an instrument executed and acknowledged by the Declarant acting alone.

NOW THEREFORE, Declarant hereby amends and modifies the Master Declaration as follows:

1. **Common Area and Facilities.** The last sentence of Paragraph 1.14 of the Master Declaration is hereby amended to read as follows:

   “Residents of the Multi Family Residential Area are not considered Members of the Association for the purpose of common use and enjoyment of the Common Area and Facilities unless specifically provided for in a Supplemental Declaration.”

2. **House.** Paragraph 1.21 of the Master Declaration is hereby amended to read as follows:


3. **Telecommunications Requirements.** The first sentence of Paragraph 3.4 of the Master Declaration is hereby amended to read as follows:

{W0559536.5}
“Each House and Condominium Unit with the Property which utilizes telecommunications services shall be constructed with a structured wiring (a/k/a bundled wiring) package and other telecommunications equipment which is approved in writing by the Architectural Control Committee.”

4. **Rubbish and Debris.** The last sentence of Paragraph 3.11 of the Master Declaration is hereby amended to read as follows:

    “Notwithstanding the foregoing, rubbish, trash and debris generated in connection with the initial construction of a House or Condominium Unit shall be kept in a container, and such containers may be uncovered and are not required to be kept within enclosed structures or appropriately screened from public view or from view from any street or Common Area.”

5. **Antennae.** The last sentence of Paragraph 3.13 of the Master Declaration is hereby amended to read as follows:

    “All satellite dishes and/or antenna shall be installed on the back of any House or Condominium Unit so that such satellite or antenna are not visible from street view.”

6. **Energy Conservation or Generation Equipment.** Paragraph 3.20 of the Master Declaration is hereby amended to read as follows:

    “Limitations and restrictions regarding energy conservation or generation equipment may be set forth in one or more Supplemental Declarations.”

7. **Use and Construction Restrictions (Single Family Residential Area).** Article IV of the Master Declaration is hereby amended to read as follows:

    “The Single Family Residential Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to limitations and restrictions to be set forth in one or more Supplemental Declarations.”

8. **Duties of the Association.** The following paragraph is hereby added to Paragraph 7.5 of the Master Declaration:

    “(g) bill and collect from all of its Members – including, without limitation, owners of condominium units within Northwoods Avery Station, a condominium regime located in Williamson County, Texas, established pursuant to the terms and provisions of the Declaration of Condominium Regime for Northwood Avery Station recorded under Document No. 2012086773, Official Public Records of Williamson County, Texas – assessments levied pursuant to the terms and conditions of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions recorded as Document No. 2002042824, Official Public Records of Williamson County, Texas (collectively, the “Prior Declaration Assessments”). The Association shall further include the Prior Declaration Assessments in its statement of billing sent to its Members and shall then, in
turn, timely remit all Prior Declaration Assessments collected from its Members to the association having levied such assessments."

9. **Origination Fee.** The first sentence of Paragraph 9.4.1 of the Master Declaration is hereby amended to read as follows:

"Declarant, for each Lot and Condominium Unit owned by it within the Property, hereby covenants, and each prospective Owner shall be deemed to covenant and agree to pay to the Association an origination fee of $500.00 per Residential Lot and Condominium Unit (the "Origination Fee")."

10. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written.

[Signature Page to Follow]
Executed this 20th day of December, 2012.

DECLARANT:

NORTHWOODS AVERY RANCH, LLC,
a Texas limited liability company

By: ____________________________
    Printed Name: GARY L. NEWMAN
    Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 20th day of December, 2012, by

___________________________, Authorized Agent
of Northwoods Avery Ranch,
LLC, a Texas limited liability company, on behalf of said limited liability company.

GAY M. HEAVILIN
MY COMMISSION EXPIRES
July 15, 2014
Notary Public - State of Texas

After Recording Return to:

Joshua D. Bernstein, Esq.
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701