

Nancy E. Rister

Nancy E. Rister, County Clerk

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Williamson County Texas

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

15/17C/4MH/1230134-COM

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.

“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 20 day of December, 2012.

DECLARANT:

NORTHWOODS AVERY RANCH, LLC,
a Texas limited liability company

By: Gary L Newman
Printed Name: GARY L. NEWMAN
Title: Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON TRAVIS §

This instrument was acknowledged before me on this 20 day of December, 2012, by Gary L Newman, Authorized Agent of Northwoods Avery Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public - State of Texas

After Recording Return to:

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