

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
SAN LEANNA ESTATES *PARK*

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT WHEREAS JOHN E GILMORE ("Declarant") is the owner of all lots in San Leanna ~~Estates~~ *PARK*, a part of the Stephen F Slaughter Survey No 1, situated in Travis County, Texas More particularly described as being out of and a part of that certain tract of land conveyed to Glenn Hamilton, Trustee, in volume 10533, page 930 of the Travis County, Texas deed records Said tract being 24 347 acres of land

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set for, and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property

NOW, THEREFORE, it is hereby declared (I) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors, and assigns,, and shall inure to the benefit of each owner thereof, and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified

1 01 Architectural Committee "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property

1 02 Architectural Committee Rules "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time

1 03 Declarant "Declarant" shall mean John E. Gilmore, his duly authorized representatives or his respective successors or assigns, provided that any assignment of the rights of John E. Gilmore as Declarant must be expressly set forth in writing and the mere conveyance

of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder

1 04 Declaration "Declaration" shall mean this instrument as it may be amended from time to time

1 05 Improvement "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1 06 Lot "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon

1 07 Mortgage "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt

1 08 Mortgagee "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages

1 09 Owner "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include the Mortgagee or a Mortgage

1 10 Person "Person" or "Persons" shall mean any individual(s), entity or entities having the legal right to hold title to real property

1 11 Plans and Specifications "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement

## ARTICLE II

### DEVELOPMENT OF THE PROPERTY

2 01 Development by Declarant Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions

2 02 Addition of Land Declarant may, at any time and from time to time, add land to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land, and the rights, privileges, duties, and

liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded,
- (B) A statement that the provisions of this Declaration shall apply to the added land, and
- (C) A legal description of the added land

### ARTICLE III

#### GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions

3 01 Subdividing No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee, provided, however, that when Declarant is the owner thereof, Declarant may further divide and subdivide any Lot and convey and easements or other interests less than the whole, all without approval of the Architectural Committee

3 02 Hazardous Activities No actives shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes

3 03 Insurance Rates Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon

3 04 Mining and Drilling No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth

3 05 Noise No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants

3 06 Animals - Household Pets No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be

kept, maintained, or cared for on the Property. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3 07 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

3 08 Maintenance. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Declarant and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need thereof.

3 09 Antennae. No exterior radio or television antenna or aerial shall be erected or maintained without prior written approval of the Architectural Committee.

3 10 Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except for signs which are a part of Declarant's overall marketing plan for the Property.

3 11 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from any other portion of the Property.

3 12 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee, provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

3 13 Unsightly Articles Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from

adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from the view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrape or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3 14 Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3 15 Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Architectural Committee or by an aggrieved Owner.

3 16 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in the Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

#### ARTICLE IV

##### USE AND CONSTRUCTION RESTRICTIONS

4 01 Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Architectural Committee.

4 02 Residential Use. All Lots shall be improved and used solely for single family residential use, inclusive of a garage, fencing and other Improvements as are necessary or customarily incident to residential use.

4 03 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes, provided that all rentals must be for terms of at least six (6) months.

4 04 Building Height No Improvement greater than fifty feet (50) in height may be constructed on any Lot without prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

4 05 Obstruction of Views No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4 06 Building materials, Dwelling Size All single family dwellings shall be of recognized standard construction quality and shall be constructed of at least ~~forty~~ <sup>thirty five</sup> percent (35%) masonry or other material specifically approved in writing by the Architectural Committee. All single family dwellings shall contain not less than 1,000 square feet of finished heated and air-conditioned living space, exclusive of porches (open or covered), decks, garages, and carports.

4 07 Construction In Place All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

4 08 Alteration or Removal of Improvements Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

4 09 Roofing Materials All roofing materials must be approved in advance by the Architectural Committee, provided, however, that the following materials are specifically permitted: gray "weathered wood" fiberglass composition shingle with a weight of no less than 240 lbs per square.

4 10 Driveway The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location, and point of contact with dedicated roads, streets, or private driveways in the Subdivision. Driveways shall be constructed so that they have sufficient rise in elevation to allow for the surface water drainage along the curb line of the street to continue without interruption or change in direction of flow.

4 11 Utility Lines The installation method, including but not limited to, location, type of installation equipment, trenching method, and other aspects of installation, for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

4 12 Drainage There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.



4 13 Construction Activities This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good faith judgment, the Architectural Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the course of the construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

## ARTICLE V

### ARCHITECTURAL COMMITTEE

5 01 Membership of Architectural Committee The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the Initial Voting Members of the Architectural committee: John E. Gilmore.

5 02 Action by the Architectural Committee Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

5 03 Advisory Members The Voting Members may from time to time designate Advisory Members.

5 04 Term Each Voting Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

5 05 Declarant's Rights of Appointment Declarant, his successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee.

5 06 Adoption of Rules The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

5 07 Review of Proposed Construction Whenever in this Declaration the approval of the Architectural committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole

discretion, are relevant Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper Until receipt by the Architectural Committee of any information or documents deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property, and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area The Architectural Committee Shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes

5 08 Actions or the Architectural Committee The Architectural Committee may, by resolution, unanimously adopt in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural committee In the absence of such designation, the vote of the majority of all the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee Notwithstanding anything to the contrary, in the event the Architectural committee fails to respond to a request for approval of Plans and Specifications within ten (10) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications

5 09 No Waiver of Future Approvals The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural committee Shall not be deemed to constitute a waiver of any right to withhold the approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person

5 10 Work In Progress The Architectural committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications

5 11 Address Plans and Specifications shall be submitted to the Architectural Committee at 503 Explorer, Austin, Texas 78734, or such other address as may be designated from time to time

5 12 Fees The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review



5 13 Certificate of Compliance Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural committee of the actual construction of the Improvements or the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Committee of the construction, workmanship, materials, or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

## ARTICLE VI

### EASEMENTS

6 01 Reserved Easements All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of the Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make any changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of 7 5 feet.

6 02 Installation and Maintenance There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephones, and electricity lines and appurtenances hereto. By virtue of the easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the Property, within the public utility easements from time to time existing and form service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

6 03 Drainage Easements Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb of

displace any trees or other vegetation within the drainage easements as defined in the Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

6.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

## ARTICLE VII

### MISCELLANEOUS

7.01 Term. This Declaration, including all the covenants, conditions, and restrictions hereof shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, this Declaration including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by written instrument executed by the Owners of at least eighty percent (80%) of the Lots within the Property then subject to this Declaration.

#### 7.02 Amendment

A By Declarant. This Declaration may be amended by the Declarant so long as Declarant owns any portion of the Property. No amendment by Declarant shall be effective until it has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

B By Owners. In addition to the method in Section 7.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged and approved by Owners of Lots located within the Property.

7.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address specified in the deed to which the person obtained title to any portion of the Property.

7.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in the Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting

the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to Excavate and grade, to construct any and alter drainage patterns and facilities, to construct and all other types of improvements, sales and leasing offices and similar facilities and to post signs incidental to construction, sales, and leasing anywhere within the Property

7 06 Nonliability of Architectural Committee and Board Members Neither the Architectural Committee, nor any member thereof, to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members

7 07 Assignment of Declarant Notwithstanding any provision in the Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of his privileges, exemptions, rights, and duties hereunder

7 08 Enforcement and Nonwaiver Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Architectural Committee shall have the right to enforce all of the provisions of the Restrictions Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions

7 09 Construction The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof

April IN WITNESS WHEREOF, Declarant has executed this Declaration on this the 5<sup>th</sup> day of April, 2000

Declarant:

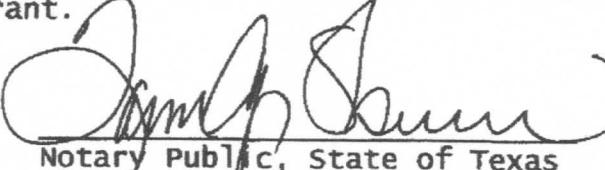
PARK  
San Leanna Estates

By [Signature]  
John E Gilmore

STATE OF TEXAS        )

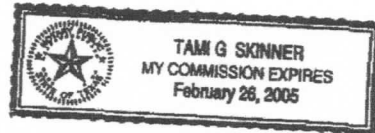
COUNTY OF TRAVIS     )

This instrument was acknowledged before me on April 5,  
2001 by John Gilmore, Declarant.

  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

David T. Smith, P.E.  
3937 Ranch Road 620 south  
Austin, Texas 78738



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS



04-09-2001 04 36 PM 2001054032  
GUERRAY \$31 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
SAN LEANNA PARK

STATE OF TEXAS       §  
                              §  
COUNTY OF TRAVIS   §

**Whereas:**

On April 5, 2001, John E. Gilmore, as Declarant, issued a Declaration of Covenants, Conditions, and Restrictions - San Leanna Park for the following described property

All lots in San Leanna Park, a part of the Stephen F. Slaughter Survey No. 1 situated in Travis County, Texas and being more particularly described as being out of and a part of that certain tract of land conveyed to Glenn Hamilton, Trustee, in Volume 10533, page 930 of the Travis County deed records, said tract being 24.347 acres of land

Said Declaration of Covenants, Conditions, and Restrictions - San Leanna Park being recorded as Instrument No. 2001054032 in the Official Records of Travis County, Texas (hereinafter the "Declaration of Covenants"), and

Declarant wishes to amend the Declaration of Covenants

**Now therefore:**

Paragraph 3.14 of the Declaration of Covenants is amended to read as follows

3.14 Manufactured Homes, Mobile Homes, Travel Trailers, and Recreational Vehicles. No HUD Code Manufactured Homes, as defined herein below, or mobile homes shall be parked or placed on any Lot or used as residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time

A "HUD Code manufactured home" means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and

includes the plumbing, heating, air-conditioning and electrical systems These terms do not include a recreational vehicle as that term is defined by 24 C.F.R. Section 3282.8(g)

In witness whereof, Declarant has executed this Amendment of Declaration of Covenants, Conditions, and Restrictions - San Leanna Park on this 16 day of October, 2002

Declarant:

San Leanna Park

By

John E Gilmore

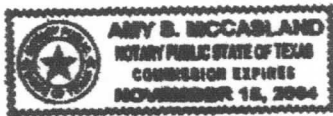
State of Texas §

§

County of Travis §

This instrument was acknowledged before me on October 16<sup>th</sup>, 2002  
by John E Gilmore, Declarant

Amy S. McCasland  
Notary Public, State of Texas



Return to  
Village of San Leanna  
PO Box 1107  
Manchaca, Tx. 78658

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

11-26-2002 10 20 AM 2002227774  
KNOWLES \$11.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS