



AFTER RECORDING RETURN TO:

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## FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### NORTH LAKEWAY VILLAGE - SECTION 6

*Travis County, Texas*

**Declarant:** RH OF TEXAS LIMITED PARTNERSHIP, a Maryland limited partnership

Cross Reference to Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2008103225, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2011083434, Official Public Records of Travis County, Texas, as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2012012517, Official Public Records of Travis County, Texas, and as further amended by that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2014039568, Official Public Records of Travis County, Texas.

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTH LAKEWAY VILLAGE – SECTION 6**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – North Lakeway Village – Section 6 (the “**Amendment**”) is made by **RH OF TEXAS LIMITED PARTNERSHIP**, a Maryland limited partnership (“**Declarant**”), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2008103225, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2011083434, Official Public Records of Travis County, Texas, as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2012012517, Official Public Records of Travis County, Texas, and as further amended by that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for North Lakeway Village – Section 6, recorded under Document No. 2014039568, Official Public Records of Travis County, Texas (collectively, the “**Declaration**”).

B. Pursuant to *Section 9.04(A)* of the Declaration, the Declaration may be amended by the Declarant so long as Declarant owns or controls any of the property described on Exhibit “A” to the Declaration (the “**Property**”). Declarant owns all or a portion of the Property.

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

1. **Development Period.** *Section 1.16A* is hereby added as follows:

**"1.16A Development Period.** 'Development Period' means the period of time beginning on the date when this Declaration has been Recorded, and ending six (6) months after Declarant conveys the last Lot with a completed residence thereon to a third-party, unless earlier terminated by a written instrument executed by the Declarant and recorded in the Official Public Records of Travis County, Texas. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property."

2. **Special Declarant Rights.** *Section 4.21* is hereby added as follows:

"**4.21 Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property and the Common Properties. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 4.21* until twenty-four (24) months after expiration or termination of the Development Period."

3. **Board Governance.** *Section 5.10* is hereby added as follows:

"**5.10 Board Governance.** As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the 10<sup>th</sup> anniversary of the date this Declaration is Recorded. Not later than the 10<sup>th</sup> anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**"

4. **Membership of Architectural Committee.** *Section 6.02* is hereby deleted in its entirety and replaced with the following:

"**6.02 Membership of Architectural Committee.**

- (a) The Architectural Committee shall have, until the end of the Development Period, exclusive jurisdiction to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any improvements on any portion of the Property. As set forth in *Section 6.06*, until the end of the Development Period, the

Declarant retains the right to appoint and remove all members of the Architectural Committee which may consist of one (1) or more persons and not more than four (4) voting members ('**Voting Members**'), who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to the expiration of the Development Period except in a written instrument in recordable form executed by Declarant.

- (b) Notwithstanding anything in the Declaration to the contrary, prior to the end of the Development Period, the Declarant shall have the right to form a committee (the '**Modification Review Committee**') for the purpose of approving any modification or alteration of an improvement on a Lot with a completed single-family residence constructed thereon, which formation instrument may include additional conditions or requirements determined by the Declarant. If formed, the Declarant shall have the sole right to appoint and remove members of the Modification Review Committee, and the rights to approve any modification or alteration of an improvement on a Lot with a completed single-family residence constructed thereon shall automatically be transferred to the Modification Review Committee at such time that the completed single-family residence has been conveyed to a third party. Declarant reserves the right to terminate such Modification Review Committee at any time prior to the end of the Development Period whereupon any rights held by such committee shall be thereafter be administered by the Declarant until the end of the Development Period. After the Development Period has ended, the elected Board shall constitute and be the members of the Architectural Committee (and shall, further, have authority to delegate the responsibilities of the Architectural Committee to a committee of Members subject to appointment and removal by the Board).
- (c) In the event that the Modification Review Committee is formed pursuant to this Section, the Modification Review Committee will have the power and authority to impose a fee not to exceed \$100.00 for the review of plans, specification, and other documents and information submitted to it for approval. Such charges shall be held by the Modification Review Committee and used to defray the administrative expenses incurred by the Modification Review Committee in performing its duties hereunder; provided, however, than any excess funds held by the Modification Review Committee shall be distributed to the Association at the end of each calendar year.
- (d) Any disagreement or conflict regarding the Modification Review Committee's jurisdiction, the synthesis of any rules adopted by the Architectural Committee, and the Modification Review Committee, or

between any action of the Modification Review Committee and the Architectural Committee, shall be resolved by Declarant."

5. **Declarant's Right of Appointment.** *Section 6.06* is hereby deleted in its entirety and replaced with the following:

"**6.06 Declarant's Rights of Appointment.** Declarant, its successor or assigns shall have the right to appoint and remove all members of the Architectural Committee until the end of the Development Period. Declarant may delegate this right to the Board by written instrument, and thereafter the Board shall have the right to appoint and remove all members of the Architectural Committee. Any delegation by Declarant of the right to appoint and remove all members of the Architectural Committee pursuant to this Section may be withdrawn by Declarant until the expiration of the Development Period. At the expiration of the Development Period, the Board shall have the right to appoint and remove all members of the Architectural Committee, even if such right has not been delegated to it by the Declarant."

6. **Amendment.** *Section 9.04* is hereby deleted in its entirety and replaced with the following:

"**9.04 Amendment.** This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone until the expiration or termination of the Development Period; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period."

7. **Conflict.** *Section 9.12* is hereby added as follows:

"In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control."

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

EXECUTED TO BE EFFECTIVE on the 6<sup>th</sup> day of July, 2015.

[Signature Page to Follow]

**DECLARANT:**

**RH OF TEXAS LIMITED PARTNERSHIP,**  
a Maryland limited partnership

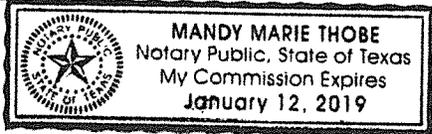
By: Ryland Homes of Texas, Inc.,  
a Texas corporation, its general partner

By: *Kevin L. Freeman*  
Printed Name: KEVIN L. FREEMAN  
Title: ASSISTANT VICE PRESIDENT

THE STATE OF TEXAS     §  
COUNTY OF Williamson §

This instrument was acknowledged before me this 6<sup>th</sup> day of July, 2015, by Kevin L. Freeman, Assistant Vice President of Ryland Homes of Texas, Inc., a Texas corporation, General Partner of RH of Texas Limited Partnership, a Maryland limited partnership, on behalf of said corporation and partnership.

(SEAL)



*Mandy Thobe*  
Notary Public Signature



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

July 06 2015 02:59 PM

FEE: \$ 50.00 2015106217