



**AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OVERLOOK ESTATES, SECTIONS ONE AND TWO**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That this Amendment of Declaration of Covenants, Conditions, and Restrictions (the "Amendment") is entered into to be effective as of February 5, 2007 (the "Effective Date") by and among the undersigned parties (the "Owners") and amends that certain Declaration of Covenants, Conditions, and Restrictions executed August 16, 1999, and filed of record as document No. 199955777 of the Official Public Records of Williamson County, Texas (the "Declaration"). The Declaration has previously been amended by that certain First Amendment to Restrictive Covenants of Overlook Estates, Section One and Two executed February 2, 2000, and filed of record as Document No. 2000007567 of the Official Public records of Williamson County, Texas (the "Amendment"). Capitalized terms used herein have certain and specific meanings, as defined herein. The Amendment and the Declaration may be referred to collectively herein as the "Declaration."

WHEREAS, the undersigned Owners, being Owners of Lots in the Subdivision and constituting not less than 2/3 of the total number of Lots therein, desire to amend certain portions of the Declaration.

NOW THEREFORE, the undersigned Owners hereby amend the Declaration as set forth below and declare that all Property sold in the Subdivision shall be held, sold, conveyed and occupied subject to the following Declaration, as hereby amended which amendment is for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all present and future parties having any right, title and interest in or to the Property or any part thereof, their heirs, administrators, and assigns, and shall inure to the benefit of each Owner thereof.

1. Article VIII - Use Restrictions - Section 8: Storage of Vehicles.

Section 8 of Article VIII is hereby deleted in its entirety and replaced with the following language:

Section 8. Storage of Vehicles and Parking. No portion of the Subdivision streets or Common Area shall be used for the storage or parking of boats, trailers, campers, mobile homes, recreational vehicles, motorcycles, go-carts, personal off-road vehicles, personal watercraft, unused or inoperable motor vehicles; machinery, equipment or parts of any kind; or any other items the Association deems unsightly or inappropriate. The aforementioned types of vehicles and/or machinery may be kept on Lots, consistent with the use of the Owner's Lot as a private residence, provided they are kept or stored entirely within a garage or other approved place and are completely out of view from the

Common Area, any street, and any adjacent Lot. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on any vehicle or machinery in any driveway or street other than work of a routine and temporary nature wherein the vehicle shall not remain inoperable, or otherwise under repair, in excess of forty-eight (48) hours.

The regular parking of operable automobiles is limited at all times to garages, driveways, parking pads or improved parking spaces that are approved by the Architectural Control Committee. Parking on grass, sidewalks, front, side, or rear yard areas, or other unimproved parking spaces is prohibited. No garage may be enclosed for living or used for purposes other than storage of automobiles and other common residential use unless another approved garage is built. All garage doors shall be kept closed when the garage is not in use. Guests may park on the street for no longer than 10 hours in any 24-hour period. Vehicles parked on the street must be parked entirely on the street and not on any part of a Lot or Common Area.

Applicability to Tenants. Owners are responsible for seeing that their guests, tenants and other invitees comply with all governing documents, and are responsible for any fines or other charges assessed due to their guests', tenants' or invitees' violations.

2. Article VIII - Use Restrictions - Section 10: Signs. Section 10 of Article VIII is hereby deleted in its entirety and replaced with the following language:

Section 10. Signs. No advertising signs (except not more than one six (6) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to approve the design and working of all signs and the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has to be approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner. The foregoing shall not apply to political or public referendum signs placed by the Owner on the Owner's lot during the pendency of an election or public referendum. Political and public referendum signs must be removed within one week of the conclusion of an election or vote, or earlier if required by law.

3. Article IX - Architectural Restrictions - Section 10: Fencing. Section 10 of Article IX is hereby deleted in its entirety and replaced with the following language:

Section 10. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. All fences must be constructed of material and in a manner approved in writing by the Architectural Control Committee. Perimeter fencing shall be constructed in a manner and/or of material

so as to provide only partial visual obstruction. Any portion of fence facing a street shall be constructed of wrought iron and shall be five feet in height, painted black. Perimeter fencing along the sides of Lots that do not face the street shall consist of five-foot high black vinyl-coated chain link or black-painted wrought iron. Enclosed dog runs must be behind the Living Unit. Construction and design of dog runs or dog enclosures is subject to approval by the Architectural Control Committee. Fencing in the immediate area of the residence may be privacy fencing such as cedar or redwood privacy fencing.

4. **Article IX – Architectural Restrictions - Section 11: Exterior Antennas.** Section 11 of Article IX is hereby deleted in its entirety and replaced with the following language:

Section 11. Exterior Antennas. No exterior television antenna, television satellite reception disc, radio antenna, or other antenna of any sort (a "Reception Device") shall be placed, allowed, or maintained by a Lot Owner upon any portion of the Common Area. No Reception Device may be placed, allowed, or maintained by a Lot Owner upon a Lot or its related improvements except as provided for herein.

The following Reception Devices are permitted pursuant to the rules governing the installation of Over-the-Air Reception Devices, Direct Broadcast Satellite, Broadband Radio Service, and Television Broadcast Antennas as promulgated by the Federal Communications Commission, as the same are amended from time to time (the "FCC Rules"):

- (1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;
- (2) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and
- (3) An antenna that is designed to receive local television broadcast signals.

A Reception Device must be attached to the Living Unit and erected in such a manner so as not to be visible from the street or adjoining Lots, unless functional necessity or lower installation costs would require an alternative placement of the Reception Device upon the Living Unit.

In the event of functional necessity, the foregoing Reception Devices may be mounted on discrete "Masts" to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite). However, any such Masts higher than 12 feet above the roofline shall be subject to approval by the Architectural Control Committee pursuant to the FCC rules.

5. **Article IX – Architectural Restrictions - Section 12: Temporary Structures.** Section 12 of Article IX is hereby deleted in its entirety and replaced with the following language:

Section 12. Temporary Structures. No structures of a temporary construction, temporary design, or temporary character, including tents, shacks, barns, storage sheds, portable buildings, or other out buildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder or any residence during the period of construction. Trailers, motor homes, and other motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently. The Architectural Control Committee shall render the final determination as to what constitutes a temporary structure pursuant to the Architectural Restrictions of Article IX.

Except as amended hereby, the undersigned hereby ratify, confirm, and adopt the Declaration as originally written. This instrument may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 20070505PM

Nancy E. Rister

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NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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by Clerk
Lester...*