

1297

11-GF# 202087 TTN  
RETURN TO: HERITAGE TITLE  
98 SAN JACINTO BLVD., STE. 400  
AUSTIN, TEXAS 78701

TRV 2000202391  
12 pgs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR A PART OF LAKECLIFF ON LAKE TRAVIS AND,  
THIRD AMENDMENT TO TRAVIS LAKESIDE RESTRICTIVE  
COVENANTS AND PERMITTED EXCEPTIONS

This Declaration and Third Amendment, is made to be effective on the 22 day of December, 2000

This Third Amendment hereby amends the Travis Lakeside Restrictive Covenants and Permitted Exceptions recorded in Volume 12464, Page 1061, amended in Volume 12658, Page 1054 and Volume 13292, Page 160, all in the Real Property Records of Travis County, Texas, to remove from the description of "Properties" therein, and thereby remove from the effect of those restrictions, the approximately 14.57 acres out of Travis Lakeside Phase I, Block A, Lot 1 Volume 95, Page 138-147 Plat Records Travis County, Texas described in Exhibit A hereto. The 14.57 acres have simultaneously herewith been sold by Carol C Curran to Lakecliff on Lake Travis, L P ("Lakecliff"). This Third Amendment is made by Travis Lakeside Owner's Association, Inc. and a sufficient number of owners of lots in Travis Lakeside in accordance with Section 10 of Article II, of the Travis Lakeside Restrictions.

This Declaration is to impose restrictions, covenants and conditions on the 14.57 acres described on Exhibit A hereto and on the golf course area and on the property (residential lots, and streets) shown and described on Exhibit B hereto, and is made by its owner, Lakecliff. All of the land described in Exhibit A and Exhibit B is herein referred to as "Property". The subdivision platted as Travis Lakeside at Volume 95, Page 138-147, Plat Records of Travis County, Texas is herein referred to as "Travis Lakeside".

Lakecliff, Travis Lakeside Owners Association, Inc., and Carol C Curran, do hereby impose upon the Property the covenants, conditions and restrictions herein contained and declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein contained which shall run with the land and be binding on all parties having any right, title or interest in the Property, their successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and to those owners of the other properties, specifically benefited by, and entitled to enforce, these covenants, conditions and restrictions as specified herein.

1 That part of the Property shown and indicated on Exhibit B as golf course ("Golf Course Area") shall be used only as a golf course. The owner of the Golf Course Area shall construct, landscape and maintain a high quality golf course in a neat and attractive manner similar to other high quality golf courses. There will be no buildings in the Golf Course Area.

2 The owner of the Golf Course Area shall construct a high quality white PVC fence matching the existing Peach Creek Farm fence from the most westerly point of the 14.57 acres along its southern boundary to its most northeasterly point. The fence will be maintained in good condition and repair and so that no horses from Travis Lakeside can leave that Property. There will be no other fence on that part of the golf course area within the 14.57 acres.

3 That part of the Property not in the Golf Course Area shall be used for single family residential purposes only. The lots, their shape, size, location, and streets and common areas will be substantially as shown on Exhibit B hereto.

4 Nothing shall be done on the Property which would interfere with electric service to Travis Lakeside. Within six months after the date hereof, the owner of the Property shall make all changes to the electric service to Travis Lakeside necessitated by the sale of the 14.57 acres by Curran or the development of the Property including but not limited to rerouting these utilities on Travis Lakeside property adjacent to the common boundary of Travis Lakeside property with the 14.57 acres, running them underground rather than on poles, and restoring these utilities to the same function, condition and the like as they were on the date hereof, except underground instead of on poles. Alternatively, the owner of the Property may reroute this electric service across its property, under ground,

to connect with the existing service to Travis Lakeside. Once done, and a public utility easement in favor of Travis Lakeside and Pedernales Electric Cooperative has been granted, and Pedernales Electric Cooperative has begun to provide through this underground line, the same service it was previously providing to Travis Lakeside, the owner of the Property may remove the electric poles providing electric service to Travis Lakeside on the date hereof.

5. Within six months after the date hereof, the owner of the Property will move the existing water line from the 14.57 acres and rebuild it in the same manner, quality, and function on Travis Lakeside Property adjacent to the southern boundary of the 14.57 acres to reconnect with the line where it crosses Travis Lakeside Drive.

6. No structure shall be erected on the Property with a height in excess of 35 feet, measured from the lowest point where natural grade meets the side wall of the structure to the highest point on the structure. All structures will have exteriors of top quality materials consisting of at least 50% masonry, stucco or equivalent. No more than 3 feet of vertical surface of concrete slab or foundation shall be exposed to view. All open space below any patio or deck shall be screened from view. Roofs will be concrete or ceramic tiles, wood shakes or shingles, or nonreflective metal.

7. There will be no exterior speakers, horns, whistles, bells or other amplified sound devices (other than those used exclusively for home security purposes). There will be nothing that creates noise so loud as to be objectionable or offensive to a reasonable person on, occupying, or using the Travis Lakeside property.

8. There will be no machinery or equipment located on the Golf Course Area other than that temporarily necessary for construction, maintenance or repair. There will be no storage of equipment, machinery, vehicles, materials, or trash of any kind anywhere on the Property.

9. There will be no use of firearms, fireworks, weapons, nor any hunting or trapping of animals or birds.

10. There will be no exterior lighting, the source of which is seen from Travis Lakeside. There will be no lighting so bright as to be objectionable or offensive to a reasonable person on, occupying or using any of the Travis Lakeside Property.

11. All construction activities on the Property once commenced shall be pursued to completion with reasonable diligence in conformity with good construction practices in the area.

12. The owner of the Property or any part thereof shall be responsible for the upkeep, maintenance and repair of that property in a first class manner.

13. The Property shall also be subject to the Lakecliff on Lake Travis, Section One Declaration of Covenants, Conditions, and Restrictions in Volume 12339, Page 558 Real Property Records of Travis County, Texas ("Lakecliff Restrictions") or restrictions substantially similar, but no less restrictive.

14. The owner of the Property shall ensure that owners of the existing 30 lots in Travis Lakeside, their successors and assigns, will be able to use the golf course and/or join the golf club located in Lakecliff on the same basis, at the same time, and for the same fees as the most favorable terms then available to the owners of lots in Lakecliff and shall give written notice to Travis Lakeside Owners Association, Inc. when said memberships and/or rights are first available.

15 In the 40 foot wide and 15 wide strips adjacent to that part of the west boundary of Lot 2 Travis Lakeside shown on Exhibit C hereto, there will be no structures of any kind and the owner of the Property will plant, at 10 foot intervals, and maintain oleanders or something substantially similar in terms of visual screening characteristics. In the 157 foot wide strip adjacent to that part of the northwesterly boundary of Lot 2 Travis Lakeside shown on Exhibit C hereto there will be no structures other than walks and boat docks

16(a) The owner of the Property will cause the water supplier supplying potable water to lots in Lakecliff to also supply potable water to the owners of the existing 30 lots in Travis Lakeside as part of the service to Lakecliff on the same basis, tariffs, and priority, as supplied to Lakecliff lot owners. The owner of the Property will provide any necessary connection for said water supplier to the point on the boundary of Travis Lakeside at the place marked on Exhibit C hereto. The owner of the Property will provide any necessary easement to said water supplier and any infrastructure not provided by said water supplier in order to bring the above described potable water to the owners of lots in Travis Lakeside. Neither the owner of the Property nor the water supplier have any responsibility for infrastructure or water lines after the place marked on Exhibit C i e on property in Travis Lakeside

16(b) The owner of the Property will supply or cause to be supplied irrigation water to Lots 2-6 Travis Lakeside on the same basis, tariffs, and priority, as supplied to lots in Lakecliff and will provide any infrastructure and easements necessary to connect and bring irrigation water to the place marked on Exhibit C hereto. The owner of the Property has no responsibility for infrastructure or water lines after the place marked on Exhibit C i e on property in Travis Lakeside

16(c) Curran will grant a twenty five foot wide easement adjacent to Travis Lakeside Lot 2 to continue the potable water line and irrigation line to Travis Lakeside Drive

The provisions of this Declaration and Third Amendment shall control over any conflicting provision of the Lakecliff Restrictions

Any of the provisions of this Declaration may be enforced by any owners of the Property, Carol C Curran, Travis Lakeside Owners Association, Inc , and any owner of a lot in Travis Lakeside

If the owner of any part of the Property fails to comply with any provision of this Declaration applicable to their property and such failure continues for 30 days after the mailing of written notice of such failure to the owner by anyone entitled to enforce the provisions of this Declaration, then, in addition to any other remedies, anyone entitled to enforce the provisions of this Declaration may correct said failure and shall have the right and power to enter onto that part of the Property to perform any such reasonably necessary corrective action without any liability for damages for wrongful entry, trespass or otherwise. The owner of that part of the Property on which the corrective work is performed shall be liable for the cost thereof, including reasonable attorneys fees and shall promptly reimburse the person expending such cost. If the owner fails to pay the reimbursement within thirty (30) days after receipt of a statement requesting the reimbursement, then the reimbursement obligation shall be a personal liability of the owner and shall constitute a lien against that property. Any such lien may be enforced in the manner provided in Article 5 7 of the Lakecliff Restrictions

This Declaration, or any provision hereof, may be amended or terminated only by the action required under the Lakecliff Restrictions to amend or terminate that declaration and the action required under the Travis Lakeside Restrictions to amend or terminate that document

Each owner, mortgagee or other person who now or hereafter owns or acquires any right, title or interest in or to the Property or any part thereof shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not there is any reference to this Declaration in the instrument by which they acquired their right, title or interest

If any provision of this Declaration is unenforceable, that the remaining provisions hereof which shall be reformed as necessary to carry out the intent of the unenforceable provision to the extent legally possible

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed and to be effective as of the date first written above

Lakecliff on Lake Travis, L P  
By RJD, Inc., General Partner

By Robert J. Day  
Robert J. Day, President

Carol C. Curran  
Carol C. Curran

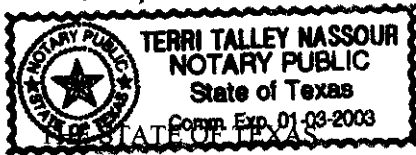
Travis Lakeside Owners Association, Inc., for itself and on behalf of the owners of lots in Travis Lakeside

By Charles S. Teeple IV  
Charles S. Teeple IV, President

Acknowledgments

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

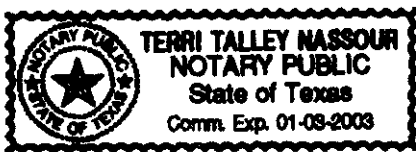
This instrument was acknowledged before me on December 12, 2000, by Robert J. Day,  
President on behalf of of Lakecliff on Lake Travis, L P, on behalf of said partnership  
RJD, Inc., General Partner



Terri Talley Nassour  
NOTARY PUBLIC, State of Texas

§  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 12, 2000, by Carol C. Curran



Terri Talley Nassour  
NOTARY PUBLIC, State of Texas

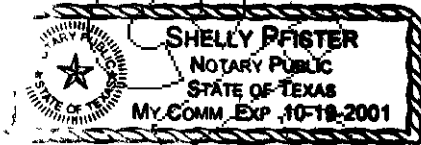
THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 7, 2000, by Charles S. Pepte Jr of Travis Lakeside Owners Association for itself and on behalf of the owners of Lots in Travis Lakeside

Shelly Pfister  
NOTARY PUBLIC, State of Texas



U:\DHendon\Curran-17689 1\DECLARATIONCOV WPD 12/7/2000

Unfiled Document

**James E. Garon & Associates**  
Professional Land Surveyors

10711 Highway 71 West  
Austin, Texas 78735  
512 288 5877 - (fax) 512 288 4716  
E-mail [jgarons@swbell.net](mailto:jgarons@swbell.net)

**LEGAL DESCRIPTION:** BEING A 14 575 ACRE TRACT OF LAND LYING IN AND BEING A PORTION OF LOT 1, BLOCK "A", TRAVIS LAKESIDE PHASE 1, A SUBDIVISION OF RECORD IN VOLUME 95, PAGES 138-147 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 14 575 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN DECEMBER, 2000.

**BEGINNING** at an iron rod found for a common angle point of said Lot 1 and that certain 247 604 acre tract of land conveyed to LakeCliff on Lake Travis, LP by deed recorded in Document No. 2000075155 of the Real Property Records of Travis County, Texas and from which an iron rod found on the westerly line of Lot 2, Block "A", Travis Lakeside Phase 1 for the most northerly corner of said Lot 1 bears North 54°47'06" East a distance of 309 15 feet,

THENCE South 7°41'16" West a distance of 391 64 feet to an iron rod set for angle point,

THENCE South 47°24'05" West a distance of 328 85 feet to an iron rod set for angle point,

THENCE South 60°01'39" West a distance of 554 55 feet to an iron rod set for angle point,

THENCE North 53°53'00" West a distance of 378 96 feet to an iron rod set for corner on a line common with said 247 604 acre tract,

THENCE along said common line, North 25°00'58" East a distance of 765 37 feet to a fence post found for corner and South 87°52'40" East a distance of 756 23 feet to the **Point of Beginning** and containing 14 575 acres of land, more or less, and as shown on sketch to accompany legal description prepared herewith

Surveyed by

  
James E. Garon  
Registered Professional Land Surveyor

Dec 6, 2000

Lakecliff on Lake Travis LP  
247.604 Acres  
Document No 2000075155

Lot 1, Block A  
Travis Lakeside Phase  
Volume 95, Pages 138-147

14.575 AC

TRAVIS LAKESIDE DRIVE



10211 HWY 21 WEST  
AUSTIN TEXAS 78736  
(512) 288-5877  
Fax (512) 288-4716

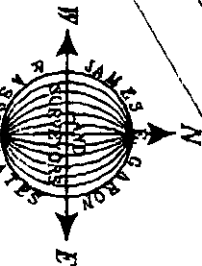
**JAMES E. GARON & ASSOC.**  
PROFESSIONAL LAND SURVEYORS

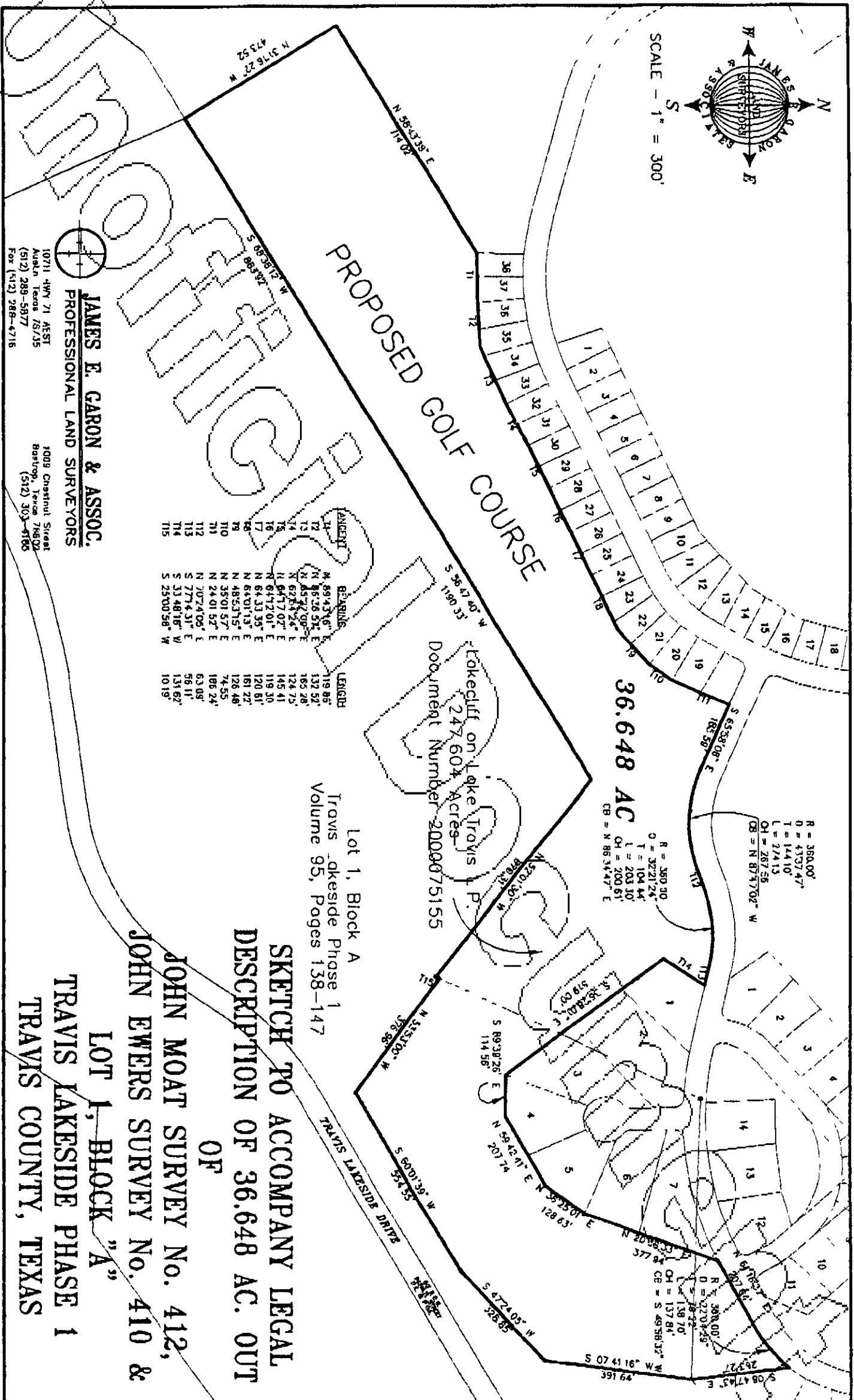
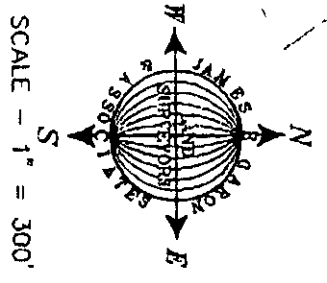
1009 Chestnut Street  
BOSTON TEXAS 78002  
(512) 303-4145

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION OF  
14.575 AC. OUT OF LOT 1,  
BLOCK "A"

TRAVIS LAKESIDE PHASE  
TRAVIS COUNTY, TEXAS

SCALE - 1" = 200'





BLK	BEARING	DISTANCE	AREA
11	N 58°53'35" E	114.02	119.85
12	N 58°53'35" E	114.02	132.52
13	N 58°53'35" E	114.02	185.26
14	N 58°53'35" E	114.02	124.75
15	N 58°53'35" E	114.02	145.41
16	N 58°53'35" E	114.02	119.30
17	N 58°53'35" E	114.02	120.81
18	N 58°53'35" E	114.02	181.22
19	N 58°53'35" E	114.02	126.48
20	N 58°53'35" E	114.02	74.55
21	N 58°53'35" E	114.02	186.24
22	N 58°53'35" E	114.02	63.09
23	N 58°53'35" E	114.02	56.11
24	N 58°53'35" E	114.02	131.62
25	N 58°53'35" E	114.02	10.19

Lot 1, Block A  
 Travis -kreside Phase 1  
 Volume 95, Pages 138-147

Takeoff on Lake Travis  
 247.604 Acres  
 Document Number 2009075155

36.648 AC  
 R = 360.00  
 O = 4337.47  
 T = 144.10  
 L = 2741.3  
 CH = 267.58  
 CB = N 87°37'02" W

R = 360.00  
 O = 4337.47  
 T = 144.10  
 L = 2741.3  
 CH = 267.58  
 CB = N 87°37'02" W

R = 360.00  
 O = 4337.47  
 T = 144.10  
 L = 2741.3  
 CH = 267.58  
 CB = N 87°37'02" W

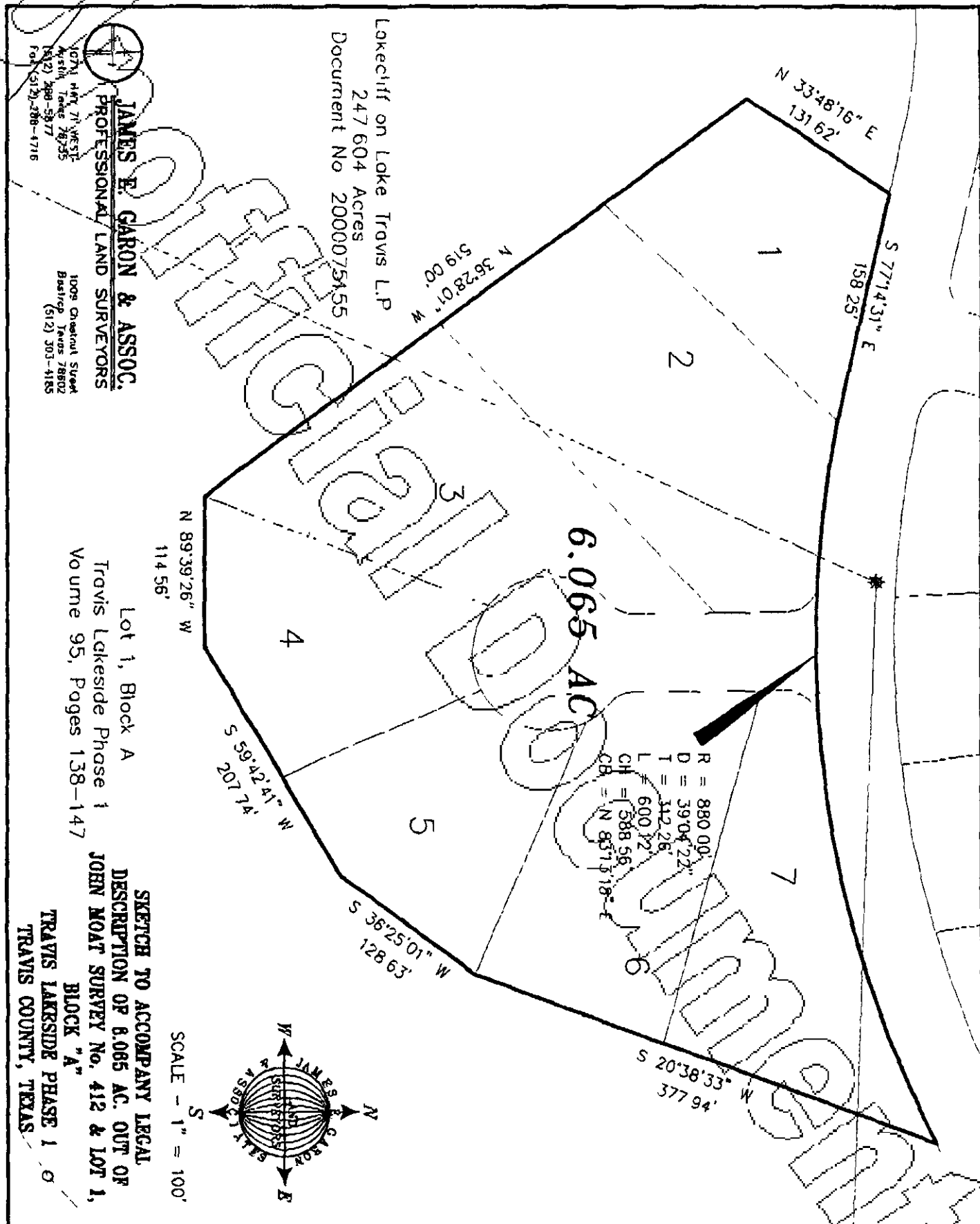
**JAMES E. GARON & ASSOC.**  
 PROFESSIONAL LAND SURVEYORS

10711 HWY 71 WEST  
 Austin, Texas 78735  
 (512) 289-5877  
 Fax (512) 288-4716

1009 Chestnut Street  
 Bastrop, Texas 78002  
 (512) 303-8180

SKETCH TO ACCOMPANY LEGAL  
 DESCRIPTION OF 36.648 AC. OUT  
 OF  
 JOHN MOAT SURVEY No. 412,  
 JOHN EMMERS SURVEY No. 410 &  
 LOT 1, BLOCK "A"  
 TRAVIS LAKESIDE PHASE 1  
 TRAVIS COUNTY, TEXAS





Lakecliff on Lake Travis L.P.  
 247.604 Acres  
 Document No 2000075455

**JAMES E. GARON & ASSOC.**  
**PROFESSIONAL LAND SURVEYORS**

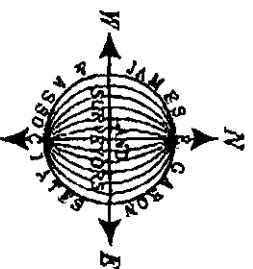
107N HAY 7th WEST  
 Austin, Texas 78735  
 (512) 298-5877  
 Fax (512) 298-4716

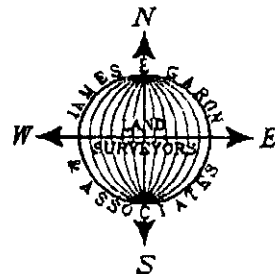
1009 Chestnut Street  
 Austin, Texas 78702  
 (512) 303-4185

Lot 1, Block A  
 Travis Lakeside Phase 1  
 Volume 95, Pages 138-147

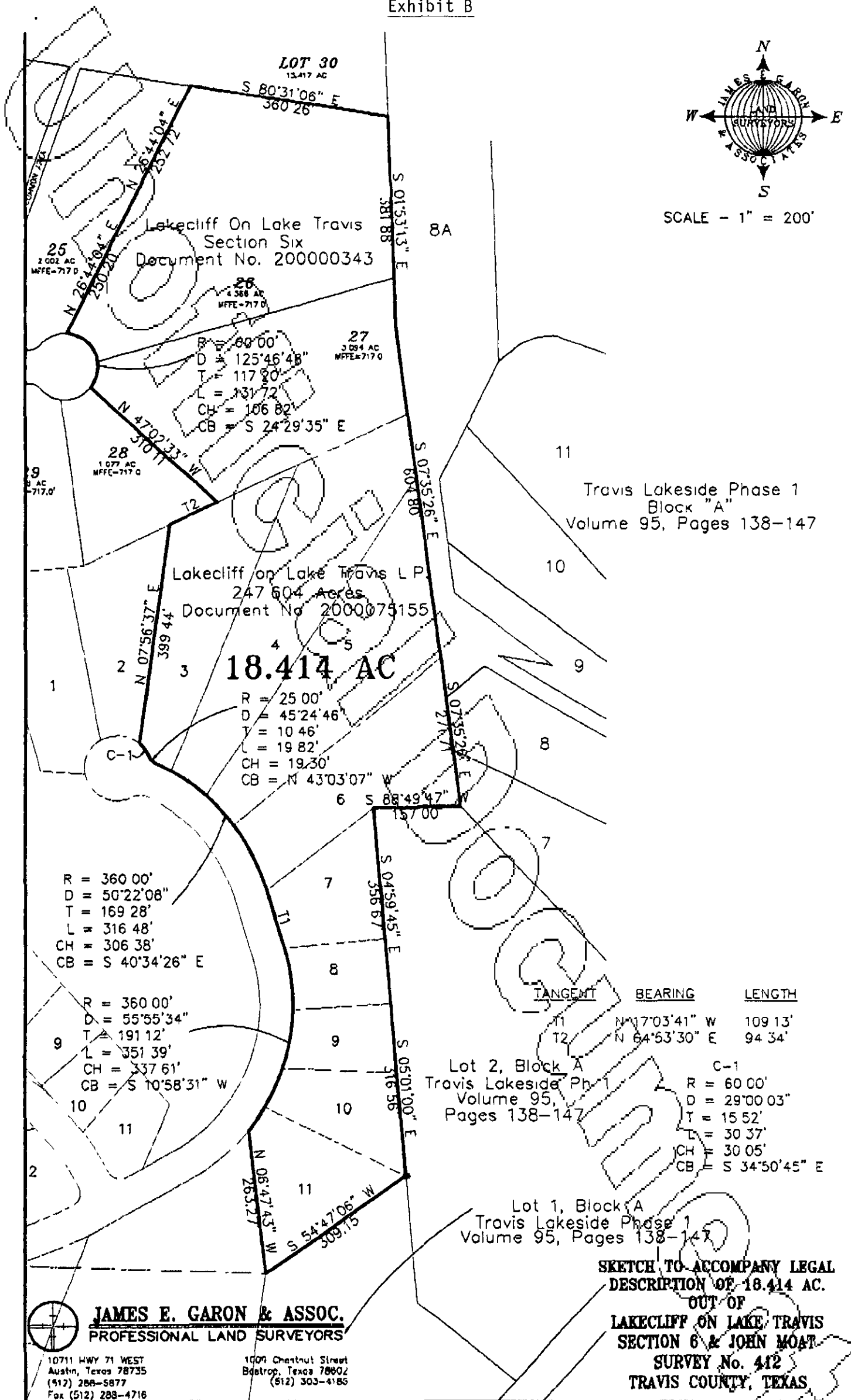
**SKETCH TO ACCOMPANY LEGAL  
 DESCRIPTION OF 6.065 AC. OUT OF  
 JOHN MOAT SURVEY No. 412 & LOT 1,  
 BLOCK "A"  
 TRAVIS LAKESIDE PHASE 1  
 TRAVIS COUNTY, TEXAS**

SCALE - 1" = 100'





SCALE - 1" = 200'



LOT 30  
13.417 AC  
S 80°31'06" E  
360.26'

25  
2.002 AC  
MFFE-7170

26  
4.358 AC  
MFFE-7170

27  
3.094 AC  
MFFE-7170

28  
1.077 AC  
MFFE-7170

29  
1.077 AC  
MFFE-7170

Lakecliff on Lake Travis LP  
247.604 Acres  
Document No. 2000075155

**18.414 AC**

R = 25.00'  
D = 45°24'46"  
T = 10.46'  
L = 19.82'  
CH = 19.30'  
CB = N 43°03'07" W

R = 360.00'  
D = 50°22'08"  
T = 169.28'  
L = 316.48'  
CH = 306.38'  
CB = S 40°34'26" E

R = 360.00'  
D = 55°55'34"  
T = 191.12'  
L = 351.39'  
CH = 337.61'  
CB = S 10°58'31" W

TANGENT	BEARING	LENGTH
T1	N 17°03'41" W	109.13'
T2	N 64°53'30" E	94.34'

Lot 2, Block A  
Travis Lakeside Phase 1  
Volume 95, Pages 138-147

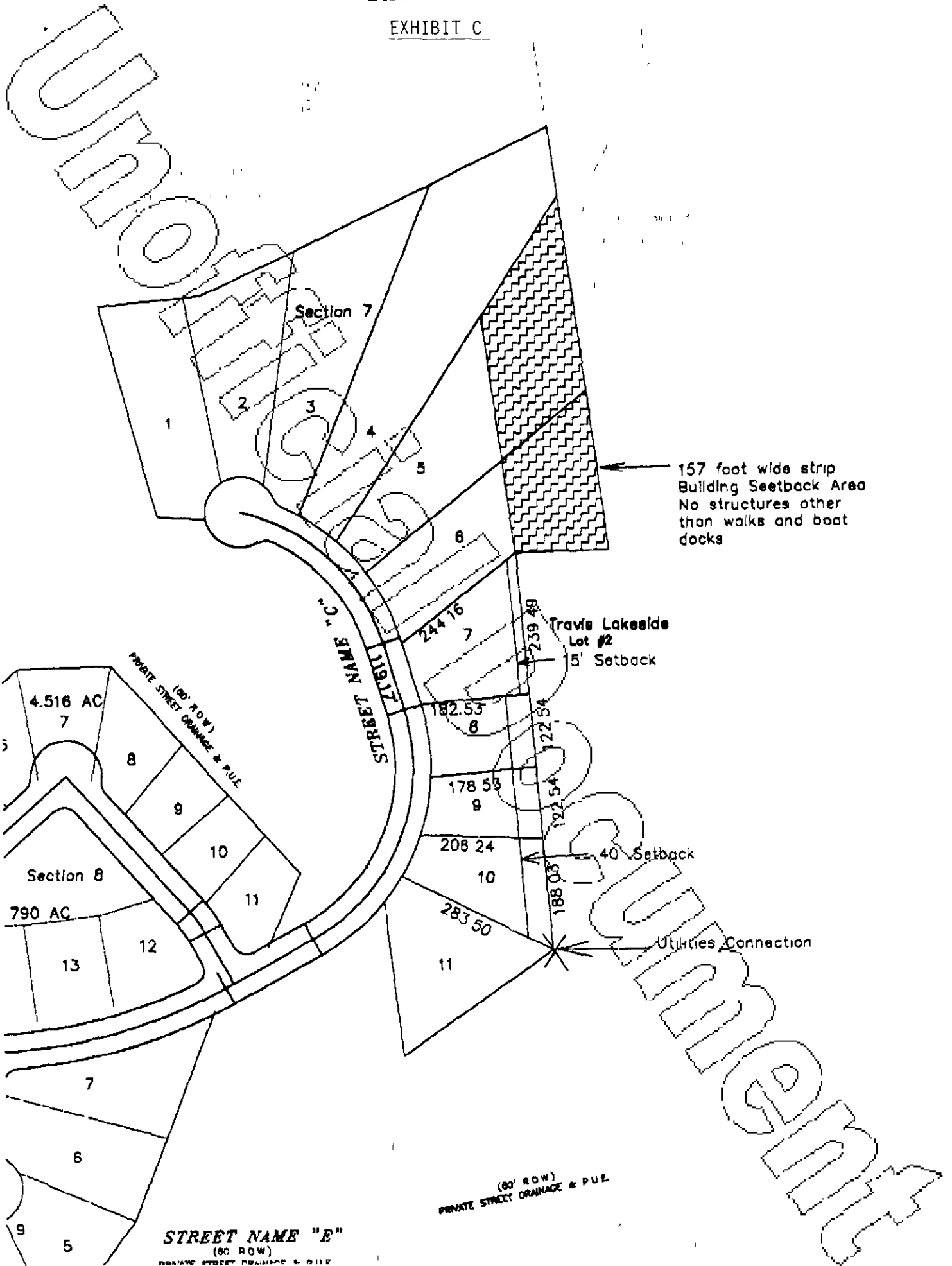
C-1  
R = 60.00'  
D = 29°00'03"  
T = 15.52'  
L = 30.37'  
CH = 30.05'  
CB = S 34°50'45" E

Lot 1, Block A  
Travis Lakeside Phase 1  
Volume 95, Pages 138-147

SKETCH TO ACCOMPANY LEGAL  
DESCRIPTION OF 18.414 AC.  
OUT OF  
LAKECLIFF ON LAKE TRAVIS  
SECTION 6 & JOHN MOAT  
SURVEY No. 412  
TRAVIS COUNTY, TEXAS

**JAMES E. GARON & ASSOC.**  
PROFESSIONAL LAND SURVEYORS  
10711 HWY 71 WEST  
Austin, Texas 78735  
(512) 288-5877  
Fax (512) 288-4716  
1009 Chestnut Street  
Bdopton, Texas 78602  
(512) 303-4185

EXHIBIT C



Unofficial

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

12-22-2000 02:56 PM 2000202391  
NARVAEZJ \$31.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**Recorder's Memorandum:** At the time of recordation this instrument was found to be inadequate for the best reproduction because of illegibility, carbon or photocopy, discolored paper etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Document