

GREAT HILLS

***APPROVED on
January 21, 2020***

GREAT HILLS HOMEOWNERS ASSOCIATION

2019 REVISION

OF

DECLARATION OF RESTRICTIVE COVENANTS AND BYLAWS

TO THE

ORIGINAL 1980

**GREAT HILLS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

DEDICATORY INSTRUMENT TRAVIS COUNTY OFFICIAL RECORDS

VOL. 7119

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**DECLARATION OF RESTRICTIVE COVENANTS AND BY-LAWS OF THE GREAT HILLS
HOMEOWNERS ASSOCIATION**

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS;

THAT WHEREAS the Great Hills Master Association was provided for by the Great Hills Master Declaration of Covenants, Conditions, and Restrictions at Vol. 7119, page 1218 of the Official Records of Travis County. The Association has the authority to establish and amend Great Hills Rules and Association Bylaws, including, but not limited to the setting fees, for the real property known as “Great Hills, Sections 9 and 10,” and more fully described in that Special Warranty Deed filed at Vol. 6824, Page 1430 of the Deed Records of Travis County, Texas dated January 2, 1980, and according to the map or plat of Great Hills, Section 9, recorded in Book 78, Page 141, of the Plat Records of Travis County, Texas; and of the map or plat of Great Hills, Section 10, recorded in Book 78, Page 237, of the Plat Records of Travis County, Texas. Additional restrictions affecting the property may be located at Vol. 6637, page 2038, Vol. 6699 page 541 (a refilling of 6673/1701), Vol. 7119, page 1218, Vol. 7119, page 1252, Vol. 7119, page 1256, and Vol. 7569, page 342 of the Travis County Deed Records.

WHEREAS the Great Hills Master Association is commonly known as the “Great Hills Homeowners Association” and desires to officially record the name change, and further, to carry out a plan for the development and improvement of the real property for the benefit of the present and future owners, the Association hereby adopts and establishes the following declaration, reservations, restrictions, covenants, and easements to apply to the use, improvement, occupancy and conveyance of “Great Hills, Sections 9 and 10”, including each contract or deed which may be hereinafter executed, delivered and accepted, and subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed).

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the real property known as “Great Hills, Sections 9 and 10” is held, sold, conveyed and assigned subject to the following declaration, reservations, restrictions, covenants, and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the real 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.

ARTICLE 1
DEFINITIONS

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

1.01 **Architectural Review Committee.** “Architectural Review Committee” (hereinafter sometimes “Committee”) shall mean the committee previously named the “Great Hills Architectural and Environmental Control Committee” established by Declaration in Vol. 7171, page 1057 of the Deed Records of Travis County and granted all powers and duties described.

1.02 **Architectural Review Committee Rules.** “Architectural Review Committee Rules” shall mean the rules adopted by the Architectural Review Committee.

1.03 **Articles.** “Articles” shall mean the Articles of Incorporation of Great Hills Homeowners Association, Inc. which may be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1.04 **Assessments.** “Assessments” shall mean assessments of the Great Hills Homeowners Association and includes both regular and special assessments.

1.05 **Association or Homeowners Association.** “Association” or “Homeowners Association” shall mean and refer to Great Hills Homeowner’s Association, or Great Hills Homeowners Association, Inc., as designated by the Texas Secretary of State for the Association created by this Declaration.

1.06 **Association Property.** “Association Property” shall mean all real or personal property now or hereafter owned by or leased to the Great Hills Homeowners Association.

1.07 **Beneficiary.** “Beneficiary” shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.08 **Board.** “Board” means the Board of Directors of the Association.

1.09 **Bylaws.** “Bylaws” shall mean the Bylaws of the Association, which may be adopted by the Board, and as from time to time amended.

1.10 **Great Hills.** “Great Hills” shall mean the Property and any additions made thereto pursuant to the terms of this Declaration.

1.11 **Great Hills Maintenance Fund.** “Great Hills Maintenance Fund” shall mean the fund created for the receipts and disbursements of the Association.

1.12 **Great Hills Restrictions.** “Great Hills Restrictions” shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Great Hills Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect.

1.13 **Great Hills Rules.** “Great Hills Rules” shall mean the rules adopted by the Board pursuant to Article 4, and as they may be amended from time to time.

1.14 **Improvement.** “Improvement” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, signs, exterior air conditioning, water softener fixtures or equipment, cables, satellite dishes, solar panels, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, television, internet or other utilities; and any other significant modification on the property.

1.15 **Lot.** “Lot” shall mean any unit of land, which is designated on any recorded subdivision plat, whether or not improved, for a single-family residence.

1.16 **Major Developer.** “Major Developer” shall mean any person or persons designated as such by the Association in an instrument recorded in the official records of Travis County, Texas.

1.17 **Manager.** “Manager” shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions of the Association.

1.18 **Declaration.** “Declaration” shall mean this instrument and as it may be amended from time to time.

1.19 **Member.** “Member” shall mean any person who is a member of the Association.

1.20 **Mortgage.** “Mortgage” shall mean any borrowing of funds for the purchase of property or deed of trust given to secure the payment of a debt.

1.21 **Multi-Family Site.** “Multi-Family Site” shall mean any unit of land, whether or not shown on a recorded subdivision plat and whether or not improved, which is designated for apartments, condominiums or townhouses, duplexes, triplexes or any other type of residential housing other than single family.

1.22 **Notice and Hearing.** “Notice and Hearing” shall mean written notice by verified mail to Owner at Lot address and a hearing by the Board at which the person to whom notice is directed shall have the opportunity to be heard in person or by counsel at his expense, not earlier than thirty (30) days after the Board mails the notice.

1.23 **Owners.** “Owner(s)” shall mean the person or entity holding a fee simple interest in the Property, but shall not include the Beneficiary of a Mortgage.

1.24 **Person.** “Person” shall mean an individual or entity having the legal right to hold title to real property.

1.25 **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 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.

1.26 **Property.** “Property” shall mean Great Hills Section 9, a subdivision of record according to the map or plat of record in Book 78, Page 141, of the Plat Records of Travis County, Texas and Great Hills Section 10, a subdivision of record according to the map or plat of record in Book 78 Page 237, of the Plat Records of Travis County, Texas save and except Lot 1, Block A, Section IX, Lot 5, Block A, Section X and Lot 8 Block D, Section X, which shall not be governed or restricted by this Declaration unless subsequently expressly subjected thereto by an instrument recorded in the Official Records of Travis County, Texas.

1.27 **Record, Recorded and Recordation.** “Record”, “Recorded”, and “Recordation” shall mean with respect to any document, the filing of such document in the office of the County Clerk of Travis County, Texas.

1.28 **Recreation and Open Space.** “Recreation and Open Space” shall mean all areas designated by the Association as thereafter to be held for recreational purposes for the benefit of all Owners: provided, however, that access to any such area or facility may be limited to persons currently paying assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the Association may determine, in its sole discretion.

1.29 **Sub-Association.** “Sub-Association” shall mean any nonprofit Texas corporation or unincorporated association organized and established by the Association or by a Major Developer pursuant to or in connection with a Supplemental Declaration.

1.30 **Subdivision.** “Subdivision” shall mean a parcel of the Property, which has been shown on a final subdivision plat, recorded in the Plat Records of Travis County, Texas.

1.31 **Supplemental Declaration.** “Supplemental Declaration” shall mean any declaration of covenants, conditions, and restrictions, which may be hereafter recorded by the Association or by a Major Developer, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

ARTICLE 2

GENERAL RESTRICTIONS

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

2.01 **Improvements To Property.** No improvements shall hereafter be made upon any of the Property without the prior written approval of the Architectural Review Committee.

2.02 **Antennas and Satellite Dishes.** No exterior radio, television antenna, aerial or satellite dish shall be erected or maintained without the prior written approval of the Architectural Review Committee.

2.03 **Insurance.** Nothing shall be done or kept on the Property, which would increase the rate of insurance on any Lot without the approval of the Board, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any residence or which would be in violation of any law.

2.04 **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 Board. Nothing hereto shall be deemed to require the approval of the Board for the transfer or sale of any Lot, including improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or, for the grant of any Mortgage.

2.05 **Signs.** No sign or container, roofing material, siding, paving material, flora, balloon, lights, or other similar building, landscape, or non-standard decorative component attached to plant material, a traffic control device, light, trailer, vehicle, existing structure or object, including the painting of architectural surfaces that threatens the public health or safety, or is larger than 6 feet, or violates a law, or contains language, graphics or any display that would be offensive, or is accompanied by music or sound, streamers or disturbs the peace shall be erected.

2.06 **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 there from so as to render any such 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 a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view.

2.07 **Noise.** No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other property or to its occupants.

2.08 **Repair of Buildings.** All improvements hereafter constructed upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner. The opinion of the Architectural Review Committee as to condition shall be final.

2.09 **Improvements and Alterations.** 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 Review Committee.

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

2.11 **Hazardous Activities.** No activities 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 in a contained barbecue unit (while attended and in use for cooking purposes), or within a safe and well-designed fireplace.

2.12 **Temporary Structures.** No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, except 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 proper approval of the Architectural Review Committee.

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

2.14 **Vehicles.** The use and storage of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, jet skis, sleighs and snowmobiles shall be subject to the Great Hills Rules which may regulate, prohibit or limit the use storage to specified parts of the Property.

2.15 **Animals.** No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on the Property. The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted. No poultry may be kept on the Property.

2.16 **Diseased Vegetation.** The Association may enter upon any part of the Property at any time to inspect for diseased trees and other plants and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Association may treat, spray, and remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost for such remediation applicable to privately owned property may be levied by the Association as a specific assessment against such property.

2.17 **Residential and Residential Common Areas.** All property within any residential area shall be improved and used solely for residential use. Any Supplemental Declaration recorded for a residential area shall designate such area to be single-family residential areas.

2.18 **Improvements and Use.** No single-family Lot shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence. Outbuildings and storage sheds shall be permitted subject to the prior written approval of the Architectural Review Committee. All motor vehicles shall be accommodated on the Lot.

2.19 **Rentals.** Nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis. Short-term rental operators must obtain a valid short-term rental license from the City of Austin. A valid copy

of an Owner's short-term rental license must be provided to the ARC Chairman at least 48 hours in advance of any short-term rental use.

2.20 **Unsightly Items.** No items deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, jet skis, helicopters, gliders, airplanes, snowmobiles, snow removal equipment, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from 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 an enclosed garage or other structure. 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 scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

2.21 **Minimum Yards.** The location of all residential units must be approved by the Architectural Review Committee. Minimum yard and set back requirements are in the subdivision records according the Plats recorded in Book 78, Page 141, and Book 78, Page 237, of the Plat Records of Travis County, Texas.

2.22 **Fencing.** All fences must receive approval of the Architectural Review Committee before installation. Type, height, and location must be submitted in writing or in a drawing for approval.

2.23 **Solar Panels.** All solar panel installation must receive approval of the Architectural Review Committee before installation. Type, size, and location must be submitted in writing or in drawings for approval.

2.1 **Recreation and Open Spaces.** No land within any Recreation and Open Space shall be improved, used or occupied, except in such manner as shall have been approved by the Association in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and improvement, and may be given by recorded Supplemental Declaration. The Association may delegate its right to grant such approvals to the Board.

2.2 **Recreational Improvement.** Any proposed construction of recreational improvements must be renewed and approved by the Architectural Review Committee.

ARTICLE 3 **ENFORCEMENT OF RESTRICTIONS**

3.1 **Violation of Rules.** The violation of the Great Hills Restrictions by an Owner, Owner's family member, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (A) The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, and
- (B) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, and

(C) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith including but not limited to attorney's fees and court costs.

Before the Board may invoke the remedy provided in paragraph (A) through (C) above, it shall afford the owner notice and a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

ARTICLE 4

GREAT HILLS HOMEOWNERS ASSOCIATION

4.01 **Organization.** The Great Hills Homeowners Association shall be a nonprofit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. At the annual meeting, members shall elect at least three (3) directors (herein, the "Board") who shall serve for the term of three (3) years. Such directors shall be members of the Association. The terms of directors are to be staggered with the lots to be drawn by current board members at the annual meeting to determine which should first stand for election at the annual meeting the following year. A second drawing of lots will determine which of the remaining two directors shall stand for election the subsequent year. The remaining director shall stand for election the third year. Election shall be held at subsequent annual meetings for the director whose 3-year term has expired.

4.02 **Memberships.** The Owners or Persons defined in Subparagraphs (A) and (B) of Section 4.03 below shall be members of the Association. Each Owner shall automatically be a member of the Association. Membership shall be appurtenant to and shall run with the property interest ownership, which qualifies the Owner for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest.

4.03 **Voting Rights.** The right to cast votes, and the number of votes which may be cast for election of members to the Board of Directors of the Association and on all other matters to be voted on by the members shall be calculated as follows:

(A) The Owners or Persons who own each Lot shall have one vote for each Lot.

(B) The Owner of each condominium unit in a condominium building shall have one vote for each such condominium unit for which a Certificate of Occupancy has been issued by the City of Austin. For the purposes of calculating the right to and the number of votes which may be cast, townhouse units shall be treated the same as condominium units.

4.04 **Joint or Common Ownership.** Any property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

4.05 **Proxy Voting.** Any Owner may give a revocable written proxy to any person authorizing person to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association, but no such proxy shall be valid for a period of greater than eleven (11) months.

4.06 **Cumulative Voting.** The cumulative system of voting shall not be allowed.

4.07 **Vote Casting.** The person or entity holding legal title to the property shall be entitled to cast the vote allocated to such property and not the person or entity merely holding beneficial title to the same unless such right is expressly delegated to the beneficial owner in writing. Voting may be accomplished in person, by proxy, mail or electronically, with voter identification to be at the discretion of the Association Secretary.

4.08 **Meetings.** There shall be an annual meeting of the members of the Association at a reasonable place and time. Notice of annual meetings may be by written notice, including electronic media or posting signs at the entrances of the neighborhood. Written notice of the meeting shall be delivered not less than twenty (20) nor more than fifty (50) days prior to the date fixed for said meeting to all Members.

4.09 **Quorum.** The presence at any meeting of Members entitled to vote holding one-tenth of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present is the act of the members meeting. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

4.10 **Officers.** The Association may elect at the annual meeting of the members, a President, Vice-President, Secretary, Treasurer, Welcome Committee Chair and such other officers as it deems advisable to carry out the business of the Association. Such officers serve one-year terms through the close of the next annual meeting of the members. Such officers may be same persons who serve as Board of Directors or other Members, and shall perform such ministerial duties as the Board assigns. The President, or in the absence the President, the Vice President shall call meetings of Members to order and act as chairman of such meetings. In the absence of the President and Vice President, any other officer, a Board Member may call the meeting to order, and a chairman of the meeting shall be elected.

4.11 **Vote Necessary.** Any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy. A member may vote on any matter by mail, by facsimile transmission, or by electronic message properly directed to the Association secretary with such proofs of identification as deemed necessary by the secretary.

4.12 **Powers and Authority of the Association.** The Association shall have the powers of a Texas non-profit corporation. It shall further have the power to do and perform any and all acts, which may be necessary or proper for, or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows:

(A) **Adopt Restrictions.** To adopt and establish restrictions, covenants, and rules to apply to the use, improvement, occupancy and conveyance of the Property, including the streets, roads, easements and waterways.

(B) **Assessments.** To set, amend, enforce and collect all assessments levied upon or with respect to any property owned by Association members.

(C) **Taxes.** The Association shall have all rights granted by law to contest the legality and the amount of any taxes levied or proposed to be levied against Association members.

(D) **Manage**. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4.13 **Powers and Authority of the Board**. The Board acting on behalf of the Association have and perform each of the duties listed in Article 3, and as follows:

(A) **Enforcement**. To enforce on its own behalf and on behalf of all Owners this Declaration, as beneficiary of said covenants, conditions, and restrictions, and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of the Declaration, Architectural Review Committee Rules, Great Hills Rules or Bylaws. The Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action, as it may deem necessary or expedient to enforce the provisions of this Declaration, and/or any rules, restrictions or regulations promulgated by the Board.

(B) **Right of Entry and Enforcement**. To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any property or into any improvement for the purpose of enforcing the Great Hills Restrictions or for the purpose of inspecting, maintaining or repairing any area, improvement or other facility to conform to the restrictions. To make inspection, repair or take remedial action to enforce the Great Hills Restrictions, at the expense of the Owner thereof, if for any reason whatsoever, the Owner thereof fails to maintain or repair any such area as required by the Great Hills Restrictions. The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Property or the Great Hills Restrictions.

(C) **Enforce Assessments**. To enforce and collect all assessments levied upon or with respect to any property owned by Association members.

(D) **Insurance**. To obtain and maintain in effect policies of insurance adequate in the opinion of the Board, in kind and amount to carry out the Association functions.

(E) **Great Hills Rules and Bylaws**. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Great Hills Rules and Association Bylaws as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property. Information may be available at www.ghhassociation.org. Each member shall be entitled to examine such Rules and Bylaws at any time by written request to the Great Hills Homeowners Association at P.O. Box 200702, Austin, Texas, 78720-0702.

(F) **Architectural Review Committee**. To appoint and remove interim members of the Architectural Review Committee as provided herein.

(G) **Legal and Accounting Service**. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the enforcement of the Great Hills Restrictions, or in the performance of any other duty, right, power, or authority of the Association.

(J) **Records**. To keep books and records of the Association's affairs.

4.14 **Indemnification**. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether

civil, criminal, administrative, or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *Nolo Contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

4.15 **Insurance.** The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity; or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE 5

ARCHITECTURAL REVIEW COMMITTEE

5.01 **Membership of Committee.** The Architectural Review Committee shall be elected by a majority of those members attending the annual meeting, and shall serve for a period of one year without a limitation on the number of terms. It shall consist of at least three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Committee deems appropriate.

5.02 **Action by Committee.** Items presented to the 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 member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

5.05 **Interim Appointments.** The Board may exercise the right to appoint any and all members of the Committee unable or unwilling to serve until the next annual meeting of the membership.

5.06 **Adoption of Rules.** The Architectural Review 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 the assessment of fees to review Plans and Specifications.

5.07 **Review of Proposed Construction.** Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review 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. Prior to commencement of any construction of any improvement on the Property, the Plans and Specifications therefore shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The 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 or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans

and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its review and such other information, as it deems proper, including without limitation any environmental impact statements required by the Committee. Until receipt by the Committee of any information or document deemed necessary by the Committee, it may postpone review of any Plans and Specifications submitted for approval.

5.8 **Additional Property.** Insofar as its duties may be extended with respect to additional property by a Supplemental Declaration filed by the Association and a Major Developer, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed improvement of such additional property, including the construction, alteration or addition on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Great Hills members. The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans or Specifications be deemed approval of structural safety, engineering soundness, or conformance with building or other codes.

5.08 **Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties. The Committee may, by a resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all the members of the Committee taken without a meeting shall constitute an act of the Committee.

5.09 **No Waiver of Future Approvals.** The approval or consent of the 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 Committee shall not be deemed to constitute a waiver of any right to withhold 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 Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

5.11 **Non-liability of Committee Members.** Neither the Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or 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 Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be.

5.12 **Variances.** The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set -backs, building envelopes, colors, materials, or land use when in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for Great Hills. Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance.

5.13 **Guidelines for Building at Great Hills.** The Architectural Review Committee shall promulgate a set of guidelines not in conflict with this Declaration and any Supplemental Declarations for building and developing at Great Hills, which shall be general in nature and be amended from time to time by the Committee. Information may be available by request to arc@ghassociation.org.

5.14 **Address.** Plans and Specifications shall be either submitted to the Architectural Review Committee in care of Great Hills Homeowners Association, Inc., P.O. Box 200702, Austin, TX 78720-0702 or such other address as may be designated from time to time, or by electronic transmission to arc@ghhassociation.org.

ARTICLE 6

FUNDS AND ASSESSMENTS

6.01 **Regular Assessments.** The Association may levy a charge as described in the sections below to be made payable to the Great Hills Homeowners Association, Inc., to the attention of Treasurer, Great Hills Homeowners Association, Inc., P.O. Box 200702, Austin, TX 78720-0702.

A. One assessment of Two Hundred Fifty Dollars (\$250) against each Lot whether or not improved at the time of any sale, re-sale, gift, devise, inheritance or other change in ownership.

B. One assessment of One Hundred Dollars (\$100) against each Lot whether or not improved at the time of Mortgage or re-financing without change of ownership.

C. One assessment against each condominium unit at the time of any lease, sub-lease, sale, re-sale, gift, devise, inheritance, finance, re-finance or Mortgage. For purposes of calculating assessments, townhouses shall be treated the same as condominium units.

D. Each unpaid assessment together with such interest thereon and costs of collection thereof as hereinafter provided shall be the personal obligation of the Owner of the property against which the assessment fell due, and shall become a vendor's lien against each such Lot and all improvements, each such condominium unit (and townhouse), and land upon which the same is situated. The Association may enforce payment of such assessments in accordance to the extent permissible by law.

6.02 **Great Hills Maintenance Fund.** The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended.

6.03 **Additional Assessments.** Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior years fund. Except in the case of assessments benefitting specific areas described in Article 6.04, assessments provided herein are to be uniform and equal charges sufficient to pay such estimated net expenses shall then be levied. If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may at any time, and from time to time, levy further assessments in the same manner as aforesaid. In no case shall assessment be based on the value of a Lot or condominium unit.

6.04 **Special Assessment Benefiting Specific Area.** The Association shall also have authority to levy assessments against specific local areas and improvements to be expended for the benefit of the properties so assessed. The assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred as determined by the Board, and therefore the amount levied against each parcel of land or improvement need not be equal. Any such assessments shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

6.05 **Late Charges.** If any assessment, whether regular, additional, or special, is not paid within fifteen (15) days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time; provided however such charge shall never exceed the maximum charge permitted under applicable law.

6.06 **Unpaid Assessments as Liens.** The amount of any delinquent assessment, whether regular, additional, or special, assessed against any property and any late payment charge attributable thereto plus interest on such assessment and late payment charge at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law) and the costs of collecting the same, including reasonable attorney's fees, shall be the personal obligation of the owner of the property against which the assessment fell due and shall be a lien upon such property. A certificate executed and acknowledged by any member of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

6.07 **Mortgage Protection.** Notwithstanding any other provision of the Great Hills Restrictions, no lien created under this Article 6 or under any other article of this Declaration, nor any lien arising by reason of any breach of the Great Hills Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or after convenience in lieu of foreclosure such Lot shall remain subject to this Declaration and shall be liable for all regular, additional, and special assessments levied prior to completion of such foreclosure or delivery of such conveyance whether failing due before or after such completion or such delivery.

6.08 **Effect of Amendments on Mortgages.** Notwithstanding the provision of Section 6.10 below no amendment of this Declaration shall affect the rights of any Beneficiary whose Mortgage has the first and senior priority as in Section 6.10 provided and who does not join in the execution, provided that such Mortgage is recorded in the deed of trust records of Travis County, Texas prior to the recordation of such amendment, and provided however that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such mortgage or deed of trust shall be subject to such amendment.

6.09 **Subordination.** By subordination agreement executed by the Board, the benefits of Sections 6.07 and 6.08 above may in the sole and absolute discretion of the Board be extended to a Beneficiary not otherwise entitled thereto if the Board deems such action to be appropriate.

ARTICLE 7 **MISCELLANEOUS**

7.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2029, unless amended as herein provided. After December 31, 2029, this Declaration, including all covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of 67% of the Property then subject to this Declaration.

7.02 **Amendment By Owners.** This Declaration may amend by recording in the Travis County official records an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast the number of votes entitled to be cast pursuant to Section 4.09.

7.03 **Notices.** Any notice permitted or required to be given by the Board shall be in writing and may be delivered either personally, electronic media, or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3) day (other than a Sunday or legal holiday) after a copy of the same has been deposited with a common mail carrier, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

7.04 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for maintenance and operation of the Great Hills an of promoting and effectuating the fundamental concepts of Great Hills set forth in the Recitals and Declaration of the Great Hills Master Declaration of Covenants, Conditions, and Restriction filed in Book 7119, Page 1218, of the Deed Records of Travis County, Texas. This Declaration shall be construed and governed under the laws of the State of Texas.

7.05 **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements timely conducted by an Owner. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, providing compliance with the provisions of this Declaration and conformity to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions or establishment of time table for compliance may be granted by the Architectural Review Committee.

7.06 **Enforcement and Nonwaiver.**

(A) **Right of Enforcement.** Except as otherwise provided herein, any Owner at his own expense, and/or the Board shall have the right to enforce all of the provisions of The Great Hills Restrictions. Such a right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) **Violation: a Nuisance.** Every act or omission whereby any provision of the Treat Hills Restriction is violated, in whole or in part, is hereby declared to be a nuisance and ma be enjoined or abated by any Owner (at his own expense), or the Board.

(C) **Violation of Law.** Any violation of any federal, state, or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the property is hereby declared to be a violation of the Great Hills Restriction and subject to all of the enforcement procedures set forth in the said restrictions.

(D) **Nonwaiver.** The failure to enforce any provision of the Great Hills Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said restrictions.

(E) **Liens.** The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration.

7.07 **Construction.**

(A) **Restrictions Severable.** The provisions of the Great Hills Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of the provision or portion thereof shall not affect the validity or enforceability of any other provision.

(B) **Singular Includes Plural.** 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.

(C) **Captions.** 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.

IN WITNESS WHEREOF, GRANTOR has executed this Declaration the day and year first above written.

GREAT HILLS HOMEOWNERS ASSOCIATION

By President of the Board

By _____

Printed name: _____

By Association Secretary

By _____

Printed name: _____

STATE OF TEXAS :

COUNTY OF TRAVIS :

Before me, the undersigned authority, on this day personally appeared _____, and _____ of Great Hills Homeowners Association, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2019.

NOTARY PUBLIC IN AND FOR

STATE OF TEXAS