

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

335135

THIS DECLARATION is made on the date hereinafter set forth by Jimmy Nassour, Trustee, hereinafter referred to as "Declarant".

WHEREAS, Declarant presently holds fee simple title to 159 residential lots, hereinafter referred to as the "property", located in the Sunset Canyon Subdivision.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Sunset Canyon Subdivision; and to this end, desires to subject said lots to the restrictions, covenants, conditions and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to reinforce and supplement all of the existing sets of Deed Restrictions on the Sunset Canyon Subdivision that are all recorded in the Deed Records of Hays County, Texas as follows: Sunset Canyon, Vol. 384, Page 37 and Vol. 321, page 645; Sunset Canyon Section II, Vol. 395, Page 658; Sunset Canyon Section III, Vol. 412, Page 762; Sunset Canyon IV, Vol. 507, Page 49; Vol. 562, Page 602; Vol. 562, Page 605 and Vol. 798, Page 13; and Sunset Canyon V, Vol. 472, Page 324; Vol. 513, Page 771; Vol. 607, Page 685; Vol. 721, Page 797; Vol. 731, Page 772 and Vol. 736, Page 626.

NOW THEREFORE, Owner hereby declares that all of the subject lots described in Exhibit A shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" shall mean the committee created pursuant to Article II of this Declaration.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the

Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to 159 residential lots located in Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V, all being recorded subdivisions located in Hays County, Texas. The lots are specifically described in Exhibit A, attached hereto and make a part hereof.

4. "Lot" shall mean and refer to any of the 159 lots described in Exhibit A, including all improvements and easements thereon.

5. "Declarant" shall mean and refer to Jimmy Nassour, Trustee, his attorney-in-fact, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. Members. The Architectural Control Committee shall consist of three members designated by the Declarant until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Declarant to Owners. Upon the sale of said number of residential Lots, the members of the Committee shall be designated by the Association. A majority of the Committee may designate by the majority of Lot owners in the Sunset Canyon Landowner's Association, Inc., a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvement, consisting of residences, detached garages, other outbuildings, fences or perimeter walls, and driveways, shall be constructed, placed, or maintained upon any Lot, and no alteration of the exterior of any improvement shall be made until (1) a complete copy of the plans and specifications for the improvements showing the exterior design, height, and building material of the improvements, and; (2) a site plan showing the location of all present and planned improvements, including but not limited to, the residence, all outbuildings including detached garages, the driveway, any fencing, and any perimeter walls; and (3) the name of the Builder, if known, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements,

landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography, and finished grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within fourteen (14) days after submission. In the event the Architectural Control Committee fails to take any action within fourteen (14) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. Non-liability. Neither the Declarant or the Architectural Control Committee shall be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

ARTICLE III

RESTRICTION ON LOTS

1. Size of Residences.

a) Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, and Sunset Canyon IV: No residential dwelling shall be constructed on the Lots in Sunset Canyon Section II, Sunset Canyon Section III, and Sunset Canyon Section IV, that shall have less than 1600 square feet of floor space of living area in the main building, excluding garage and storage rooms. In the event that a multifamily residential dwelling is constructed on Lots 719, 720, or 728, in Sunset Canyon IV, then the minimum living area per living unit shall be not less than 1000 square feet.

b) Sunset Canyon, Section V: No residential dwelling shall be constructed on the Lots located in Sunset Canyon, Section V that shall have

less than 1800 square feet of floor space of living area in the main building, excluding garage and storage rooms.

c) In the event a multi-story residential dwelling is constructed, then the first floor shall have a minimum of 1250 square feet of heated and air conditioned space.

2. Driveways. All driveways shall be paved with asphalt, concrete, or paving bricks from the public street to the residential dwelling constructed on each lot, including all secondary driveways.

3. Garages. All residential dwellings will have a two-car garage or larger, either attached or unattached, and the existing 50% masonry construction requirement shall include the garage for calculation purposes.

4. Roofs. All metal roofs of any kind, on any structure, must be painted with a non reflective color.

5. Mail boxes. All mail boxes shall be enclosed in the same brick or masonry as used on the residence.

6. Sunset Canyon Landowners' Association, Inc. Upon completion of a residential dwelling unit, the lot owner shall be required to join the Sunset Canyon Landowners' Association, Inc. hereinafter referred to as the "Landowners' Association". The annual dues of the Landowners' Association are set from time-to-time by the membership of the Landowners' Association and the Landowners' Association shall have the right to enforce payment and collection of such Landowners' Association dues. In the event a property owner fails to pay any Landowners' Association dues, the Landowners' Association shall have the right to pursue any and all legal remedies available including filing a lien on the lot.

ARTICLE IV

GENERAL PROVISIONS

1. Enforcement. The Owner of each lot, and the Sunset Canyon Landowners' Association, Inc., shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges new and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any lot Owner or the Sunset Canyon Landowners' Association, Inc., to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land concurrent with the 10 year anniversary date of each set of Sunset Canyon Subdivision restrictions for Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V, all as separately recorded in the Hays County, Texas Deed Records, and are described by Volume and Page herein. After which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the subdivision cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision.

Executed this 16th day of February, 1993.

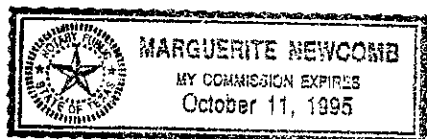
DECLARANT:

JIMMY NASSOUR, TRUSTEE

BY: Jimmy Nassour, Trustee
Jimmy Nassour, Trustee

State of Texas §
 §
County of Travis §

This declaration was sworn to and acknowledged before me on the 16th day of February, 1993 by Jimmy Nassour, Trustee.



Marguerite Newcomb
Notary Public, State of Texas

My commission expires on:

EXHIBIT A

SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

Sunset Canyon Section I

Lots 241, 270, 271, 353, 354, 357, 358, and 359, SUNSET CANYON, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 285-290, Plat Records of Hays County, Texas.

Sunset Canyon Section II

Lots 443, 462, and 497, SUNSET CANYON SECTION II, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Pages 368-370, Plat Records of Hays County, Texas.

Sunset Canyon Section III

Lots 520, 521, 522, 523, 528, 533, 535, 547, 550, 569, 570, 571, 572, 574, 576, 578, 579, 584, 586, 588, 591, 594, 596, 597, 598, 599, 600, 601, 602, 605, 611, 621, 640, 641, 643, 644, 645, 648, and 649, SUNSET CANYON SECTION III, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 21-23, Plat Records of Hays County, Texas.

Sunset Canyon Section IV

Lots 708, 709, 710, 711, 712, 713, 714, 715, 718, 719, 720, 721, 722, 723, 724, 725, 726, and 728, SUNSET CANYON SECTION IV, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 218-220, Plat Records of Hays County, Texas.

Sunset Canyon Section V

Lots 789, 791, 792, 800, 807, 834, 835, 856, 837, 838, 839, 842, 843, 846, 847, 860, 861, 864, 865, 866, 867, 868, 869, 870, 872, 873, 877, 878, 880, 890, 891, 893, 899, 900, 901, 902, 903, 904, 913, 923, 925, 926, 927, 938, 956, 968, 980, 981, 984, 986, 987, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1012, 1015, 1016, 1017, 1018, 1020, 1022, 1024, 1025, 1026, 1028, 1029, 1038, 1039, 1040, 1041, 1047, 1054, 1055, 1056, 1062, 1064, 1065, 1066, 1067, 1068, 1069, and 1073, SUNSET CANYON SECTION V, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 284-289, Plat Records of Hays County, Texas.

County of Hays
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORD,
Hays County, Texas, as stamped hereon by me.

MAR 2 1993

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Donna D. Camille
COUNTY CLERK
HAYS COUNTY, TEXAS

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(5) 17

SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS
DOC# 371880

THIS DECLARATION is made on the date hereinafter set forth by Jimmy Nassour, Trustee, hereinafter referred to as "Declarant".

WHEREAS, Declarant presently holds fee simple title to certain residential lots, hereinafter referred to as the "property", located in the Sunset Canyon Subdivision, and described in Exhibit "A".

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Sunset Canyon Subdivision; and to this end, desires to subject said lots to the restrictions, covenants, conditions and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to reiterate and supplement all of the existing sets of Deed Restrictions on the Sunset Canyon Subdivision that are all recorded in the Deed Records of Hays County, Texas as follows: Sunset Canyon Section I, Vol. 384, Page 37 and Vol. 321, page 645; Sunset Canyon Section II, Vol. 395, Page 658; Sunset Canyon Section III, Vol. 412, Page 762; Sunset Canyon IV, Vol. 507, Page 49; Vol. 562, Page 602; Vol. 562, Page 605 and Vol. 798, Page 13; and Sunset Canyon V, Vol. 474, Page 324; Vol. 513, Page 771; Vol. 607, Page 685; Vol. 721, Page 797; Vol. 731, Page 772 and Vol. 736, Page 626.

NOW THEREFORE, Owner hereby declares that all of the subject lots described in Exhibit A shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the owner thereof.

ARTICLE I

DEFINITIONS

1. Remains unchanged
2. Remains unchanged.

Page 1 of 5

OFFICIAL PUBLIC RECORDS
Hays County, Texas

3. The only change is: "Property" shall mean and refer to "122" residential lots.
4. The only change is "Lot" shall mean and refer to any of the "122" lots ...
5. Remains unchanged.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Article II remains unchanged.

ARTICLE III

RESTRICTION ON LOTS

1. Size of Residences.

- a) Remains unchanged.
- b) Remains unchanged.

c) The intent of the Declarant for this paragraph should have originally stated, and this restriction is hereby changed as follows: In the event a multi-story residential dwelling is constructed then the first floor shall have a minimum of 1250 square feet, "including the garage." This restriction change shall apply to residential dwellings constructed on Lots in Sunset Canyon Section V only.

The minimum square foot requirements for the first floor of a multi-story dwelling shall be deleted in its entirety for residential dwellings constructed on Lots in Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III and Sunset Canyon Section IV.

2. Driveways. This restriction is changed as follows: All driveways shall be paved with asphalt, concrete, or paving bricks from the public street to the residential dwelling constructed on each lot, including all secondary driveways. "In Sunset Canyon Section IV, and Sunset Canyon Section V only."

The driveway requirement shall be deleted in its entirety for Lots located in Sunset Canyon Section I, Sunset Canyon Section II, and Sunset Canyon Section III.

3. Garages. Remains unchanged.

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4. Roofs. Remains unchanged.

5. Mail boxes. This restriction is changed as follows: All mail boxes shall be enclosed in the same brick or masonry as used on the residence in Sunset Canyon Section V only.

The mail box requirement shall be deleted in its entirety for Lots in Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III and Sunset Canyon Section IV.

6. Sunset Canyon Landowners' Association, Inc. Remains unchanged.

ARTICLE IV

GENERAL PROVISIONS

1. Enforcement. Remains unchanged

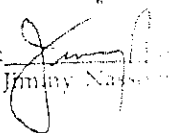
2. Severability. Remains unchanged

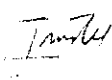
3. Amendment. The only change shall be: ... This declaration may be amended during the term hereof or during any extension period by an instrument signed by the owners of not less than three-fourths (3/4) of the Lots that are located in each subdivision, separately, being Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V.

Executed this 15 day of December, 1994.

DECLARANT:

JIMMY NASSOUR CTE

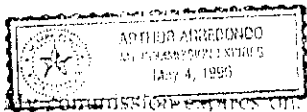
BY: 
Jimmy Nassour

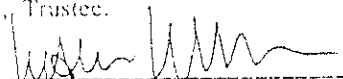


State of Texas §
 §
County of Travis §

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This declaration was sworn to and acknowledged before me on the 15
day of December, 1994 by Jimmy Nassour, Trustee.




Notary Public, State of Texas

FILED FOR RECORD
DOC# 374880 #17
12-22-1994 12:51:10
RONNIE DANNELEY
HAYS COUNTY

EXHIBIT A

1120 332

SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

Sunset Canyon Section I

Lots 241, 270, 271, 353, 354, 357, 358, and 359, SUNSET CANYON SECTION I, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 285-290, Plat Records of Hays County, Texas.

Sunset Canyon Section II

Lots 443, 462, and 497, SUNSET CANYON SECTION II, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Pages 368-370, Plat Records of Hays County, Texas.

Sunset Canyon Section III

Lots 520, 521, 522, 523, 528, 533, 535, 547, 550, 569, 570, 571, 572, 574, 576, 578, 579, 584, 586, 588, 591, 594, 596, 597, 598, 599, 600, 601, 602, 605, 611, 621, 640, 641, 643, 644, 645, 648, and 649, SUNSET CANYON SECTION III, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 21-23, Plat Records of Hays County, Texas.

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Sunset Canyon Section V

Lots 789, 807, 834, 835, 836, 837, 842, 843, 861, 864, 865, 866, 867, 868, 873, 877, 878, 880, 893, 899, 900, 901, 902, 903, 904, 925, 926, 927, 968, 981, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1006, 1008, 1012, 1015, 1017, 1024, 1047, 1054, 1062, 1064, 1065, 1067, 1068, 1069, and 1073, SUNSET CANYON SECTION V, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 284-289, Plat Records of Hays County, Texas.

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the 22nd day of December 1994 by me and was duly
RECORDED in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

DEC 22 1994



Samuel J. Damm
COUNTY CLERK
HAYS COUNTY, TEXAS

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