



STATE OF TEXAS
COUNTY OF TRAVIS

Amendment to Condominium Declaration, 2009
The Paddock Condominiums
[Restriction]

Whereas the Condominium Declaration for The Paddock Condominiums was recorded in Volume 7973, Page 71 of the Condominium Records of Travis County, Texas and the First Amended Condominium Declaration was recorded in Volume 8209, Page 849 of the Condominium Records of Travis County, Texas (such first amendment amending certain Declaration provisions, including provisions regarding assessment liens and insurance); and

Whereas a correction to the Condominium Declaration for The Paddock Condominiums was recorded in Volume 7973, Page 915 of the Condominium Records of Travis County, Texas (such correction correcting the name of the previously incorrectly-referenced "Paddock Home Owner's Association" to the correct "The Austin Paddock Home Owners Association, Inc."); and

Whereas the 2004 Amendment to the Condominium Declaration for The Paddock Condominiums was adopted and filed of record in document no. 2004050400 of the Official Public Records of Travis County, Texas (such amendment adopting in its entirety the Texas Uniform Condominium Act ("Condominium Act") and authorizing the association to convey a security interest); and

Whereas the Declaration and the Condominium Act provide for a method of amending the Declaration, and the requisites for amendment have been met, the following amendments are hereby made:

Parking assignments, Exhibit B. The parking assignments in Exhibit B to the First Amended Condominium Declaration for the Paddock, ("First Amendment") Recorded in Vol. 8209 Page 849 of the Condominium Records of Travis County, Texas, are inaccurate. Those pages recorded in the First Amendment on pages 859-864, inclusive, are hereby replaced in their entirety with the pages attached hereto.

Section 3.01 is amended to delete reference to the initial managing agent and the sale and development period, specifically, to delete sentence numbers 5 and 6 in their entirety, beginning with "The initial Managing Agent..." and ending with "...prior to the end of such sale and development period."

Section 3.03 is amended to add the underlined language and delete the struck through language as follows:

"Owner's Responsibility for Maintenance of Apartment Unit. An owner shall maintain and keep in repair the interior of his own apartment unit, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor,

fans, ductwork, heating unit and cooling coils, utilized in and for his apartment unit (regardless of where such items are located), as well as other fixtures situated within or installed into the limited common elements appurtenant to such apartment unit; and an owner shall be obligated to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Except as expressly provided herein, owners shall not be liable for, and the Association shall maintain, repair and replace as necessary, maintenance of utilities, including dryer and other such vents, located beyond/to the outside of the point where such items enter a unit. Notwithstanding anything to the contrary contained in this Article III, § 3.03 an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever the exterior appearance of his apartment unit.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized for, or serve more than one apartment unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper, carpet, appliances, interior partition walls, and fixtures.”

Section 3.04 is hereby amended to insert the underlined language: “3.04 Interference with Structural Soundness of Building. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, limited or general, save with written consent of the Board of Directors first obtained.”

Section 4.03 is amended to add the following underlined language and delete the following struck-through language, so that it reads as follows:

“4.03 Owners obligation for payment of assessments. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Directors or managing agent of the association to meet the common expenses. The assessments shall be made pro rata according to each owner’s undivided interest in and to the general common elements. Assessments for the estimated common expenses shall be due monthly in advance on or before the fifth day of each month. ~~Failure to pay by the tenth day of each month shall require the imposition may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amount paid of the same rank as the lien of his encumbrance.~~ Failure to pay by the tenth of each month will subject the owner to late fees from time to time assessed by the Board, such late fees collectable as a lien against the unit in the same manner as assessments.

Section 4.05 is hereby amended to add the following underlined language to the sentence quoted below: “Such a notice shall be signed by one of the Board of Directors or by the managing agent, or by any other authorized agent of the association, and may be recorded in the office of the County Clerk of Travis County, Texas.”

Section 4.06 is hereby amended to delete the current language in its entirety and substitute the following language:

“Upon request of an owner or owner’s authorized agent, the Association shall issue a resale certificate in accordance with the provisions of the Texas Uniform Condominium Act, as they may be

from time to time amended. The Association may charge a reasonable fee for the issuance of such certificate, and a reasonable transfer fee in conjunction with any sale.”

Article 5, Section 5.01(A) with regard to Fire and Extended coverage, **Section 5.01(B)** with regard to Waiver of Subrogation, and **Section 5.02** with regard to Liability Insurance are hereby deleted in their entirety and the following language is hereby substituted in lieu of Sections 5.01 and 5.02: “The Association shall maintain insurance coverage in accordance with the requirements of the Texas Uniform Condominium Act as it may be amended from time to time.

Article 6, Section 6.02 (regarding Damage to Less than 2/3 of Common Elements – Procedure for Repair and Restoration), Article 6, Section 6.03 (regarding Damage to 2/3 or more of Common Elements – Procedures for Repair and Restoration), and Article 6, Section 6.04 (regarding Obsolescence of Common Element – Repair, Renovation and Assessments) are deleted in their entirety, and the provisions of the Texas Uniform Condominium Act regarding these topics shall control.

Article 7, Section 7.02 is amended to insert the underlined language, so that it now reads as follows:

“7.02 Mortgagee rights. (a) Notice to Association. Upon written request of the association, on owner who mortgages his apartment shall notify the Board of Directors giving the name and address of his mortgagee. The Board ~~shall~~ may maintain such information in a book entitled “Mortgagees of Condominium Units.” “

Article 7, Section 7.02(g) is amended to delete the following struck through language and insert the following underlined language, so that it now reads in its entirety as follows:

“(g) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. No owner may lease or rent his unit for a period of less than 30 days. The association shall require that all leases of any apartment units must: (i) be in writing and (ii) provide that such leases are specifically subject in all respects to all provisions of the Declaration and the Bylaws and the Rules and other governing documents of the association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. ~~Other than the forgoing, there shall be no restriction on the right of any apartment owner to lease his unit.~~ All leases shall also be subject to all rules and regulations, with regard to leasing and other matters, adopted by the Board. The Board may also bring an action to evict a tenant of a unit owner for the tenant’s violation of the Declaration, Bylaws or Rules of the association, the Board may collect rents directly from a tenant of a unit owner who is at least 60 days delinquent in the payment of any amounts due to the association, and the Board may also bring an action to evict the tenant of a unit owner who fails to pay the association for the cost of repairs to common elements damaged substantially by the owner’s tenant.”

Article 8, Section 8.01, regarding the method of amending the Declaration, is deleted in its entirety and the following language is substituted: “The Declaration may be amended in accordance with Section 82.067 of the Texas Property Code, as that section may be subsequently amended or renumbered.”

Article 8, Section 8.07 is hereby amended to delete the following phrase: “...and the prior approval of first mortgagees on units which have at least 51% of the votes of units subject to first mortgages.”

The Austin Paddock Home Owner's Association, Inc.

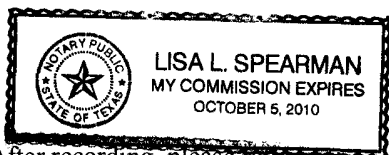
By: Luis Vleck
Title: President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of February, 2009, by Louis Vleck in the capacity stated above.

Lisa L. Spearman
Notary Public, State of Texas

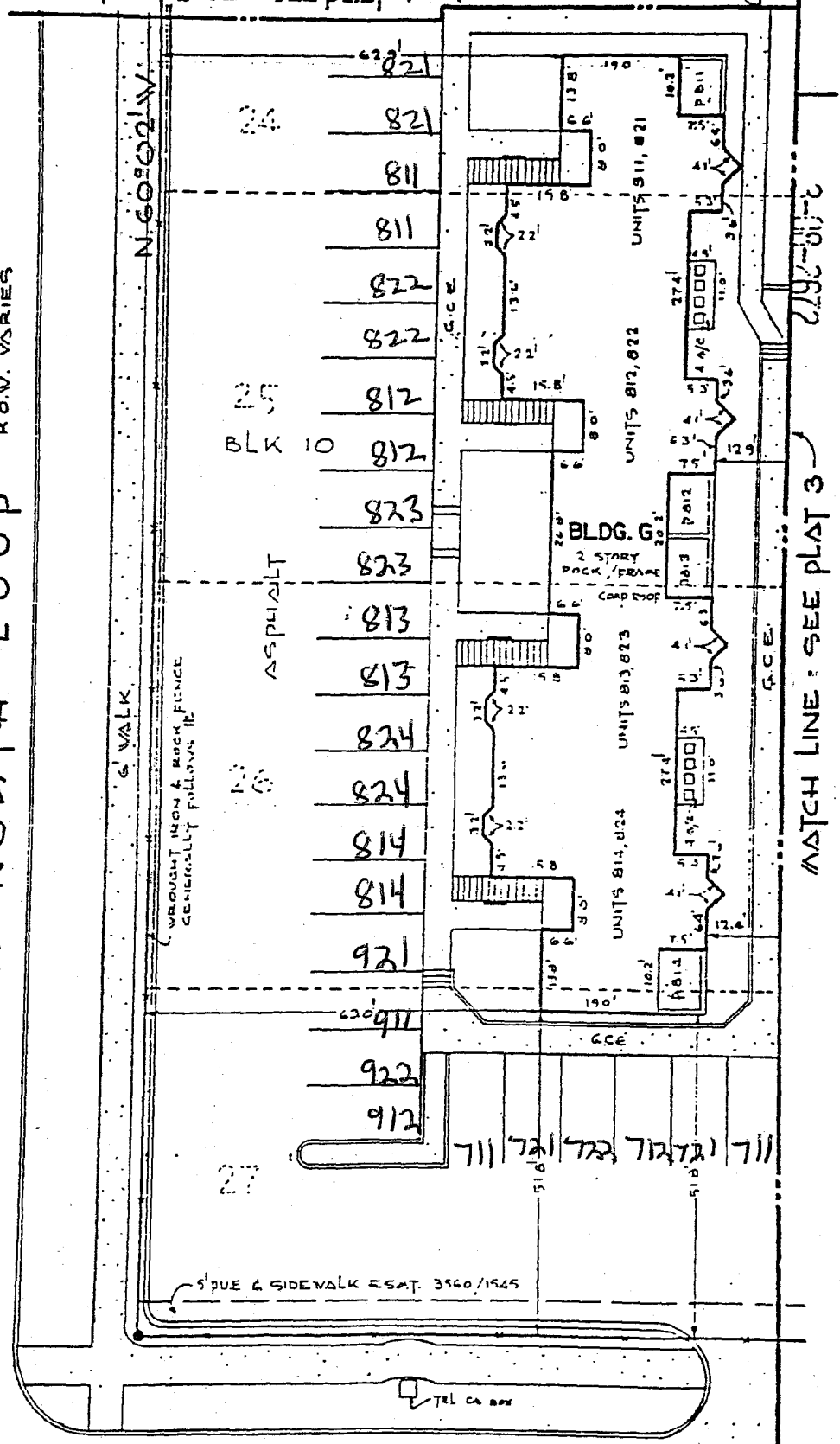


Fileserver:CLIENTS:PaddockAustin:DeclAmend2-09FINAL.doc

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

MATCH LINE - SEE PLAT 7 Ex B - 6 pages

W. NORTH LOOP R.O.V. VARIES



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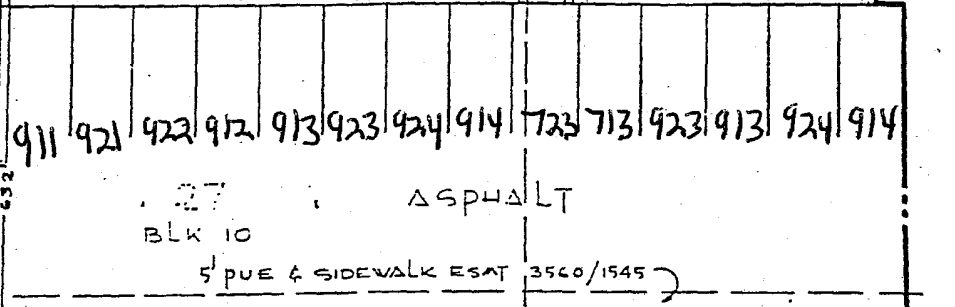
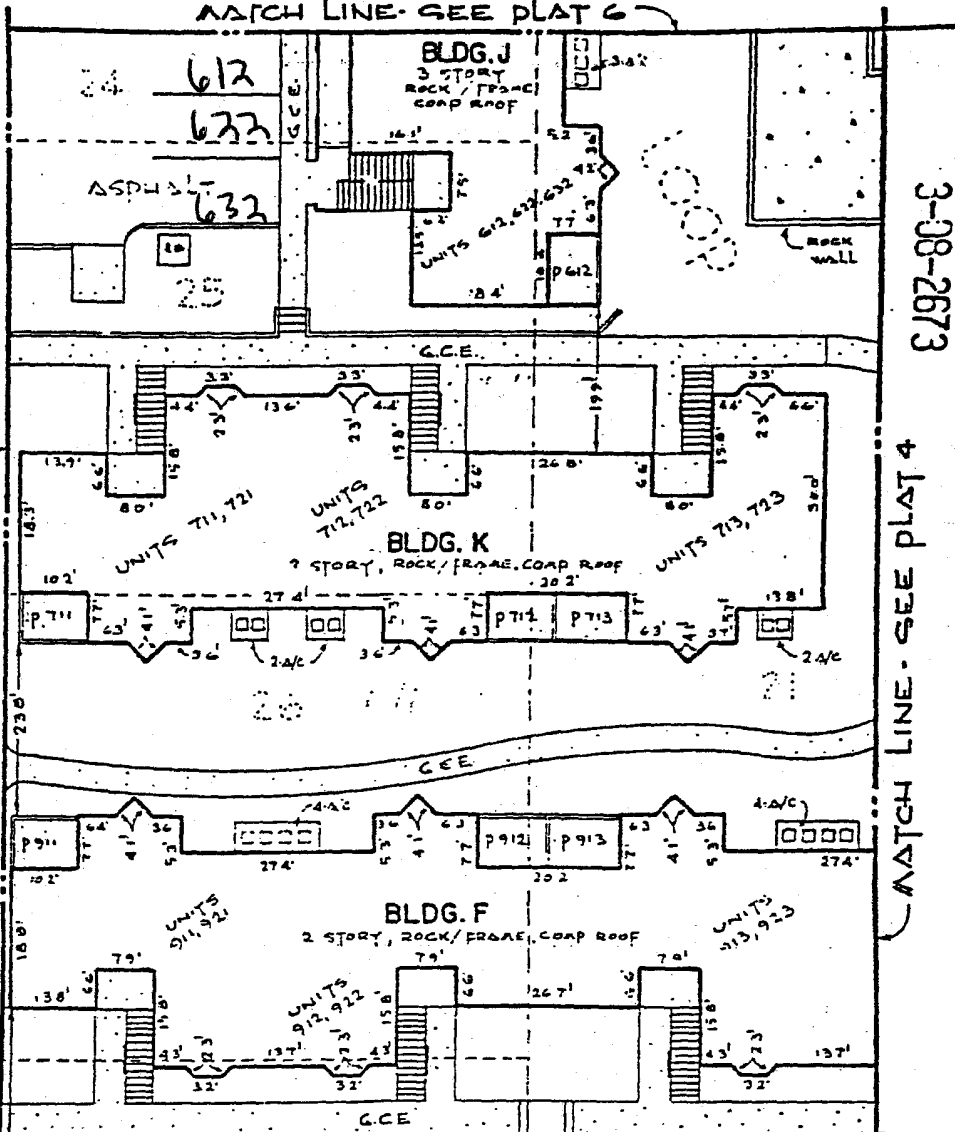
THE PADDOCK CONDOMINIUMS 7973 95
R.O.V. VARIES
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PLAT 2 OF 11

MATCH LINE - SEE PLAT 6

3-08-2673

MATCH LINE - SEE PLAT 2

MATCH LINE - SEE PLAT 4



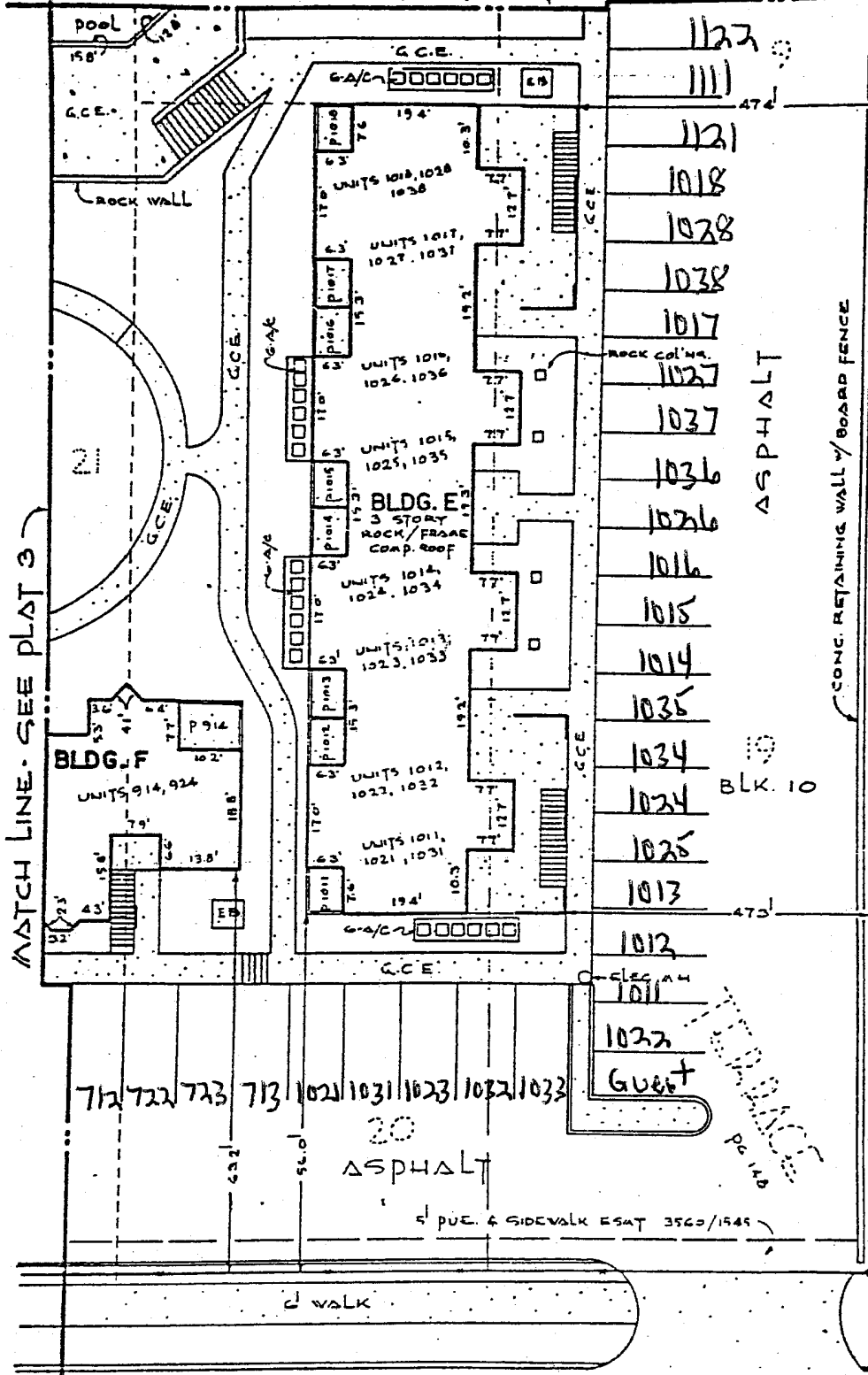
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JOE SAYERS AVE. ROV VARIED

THE PADDOCK CONDOMINIUMS 1973

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AS BUILT
EXHIBIT B
PLAT 3 OF 11

MATCH LINE - SEE PLAT 5



3-UB-2674

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ASPHALT

5' PUE. & SIDEWALK EAST 3560/1546

JOE SAYERS AVE. ROW VARIES

NOTE: ALL PARKING SPACES TO BE DESIGNATED AT A
LATER DATE AND PLATS AMENDED AND RECORDED
ACCORDINGLY.

THE PADDOCK CONDOMINIUMS 7973 97

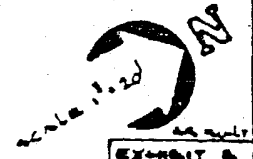
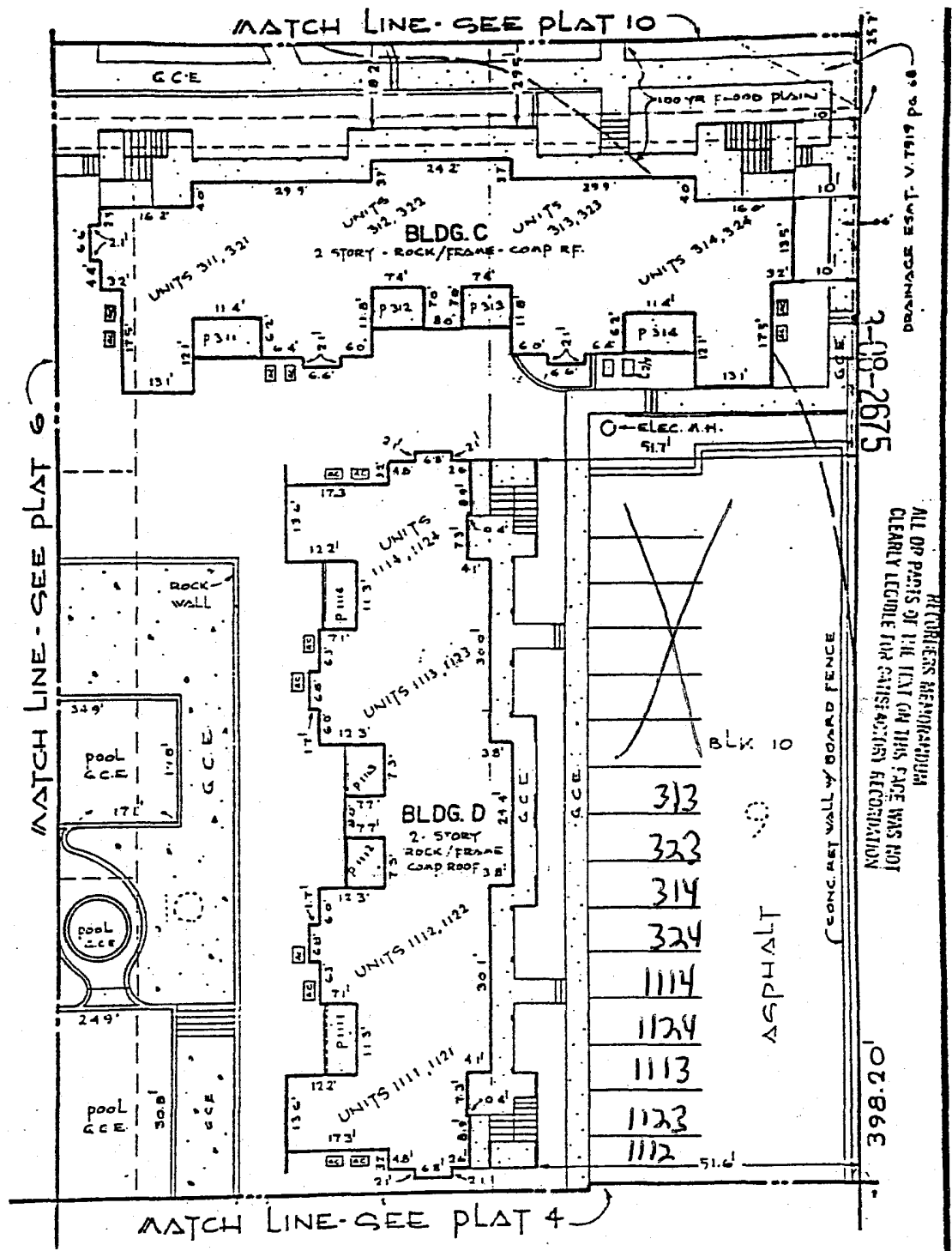


EXHIBIT 8
PLAT 4 OF 11



ATTORNEYS REPRESENTATION
 CLEARLY LEGIBLE FOR CAUSE ACTION RECONSTRUCTION

GENERAL NOTES: NUMBER OF CONDOMINIUMS - 102. TOTAL NUMBER OF SQUARE FEET OF CONDOMINIUM UNITS 76,252 SQUARE FEET. SQUARE FOOTAGES OF CONDOMINIUMS ARE INTERIOR SQUARE FOOTAGES. TOTAL NUMBER OF SQUARE FEET OF STORAGE AREAS - 1460 SQUARE FEET.

FLOOD PLAIN NOTE: ACCORDING TO THE CITY OF AUSTIN RECORDS PORTIONS OF THIS PROPERTY LIE WITHIN THE 100 YEAR FLOOD PLAIN

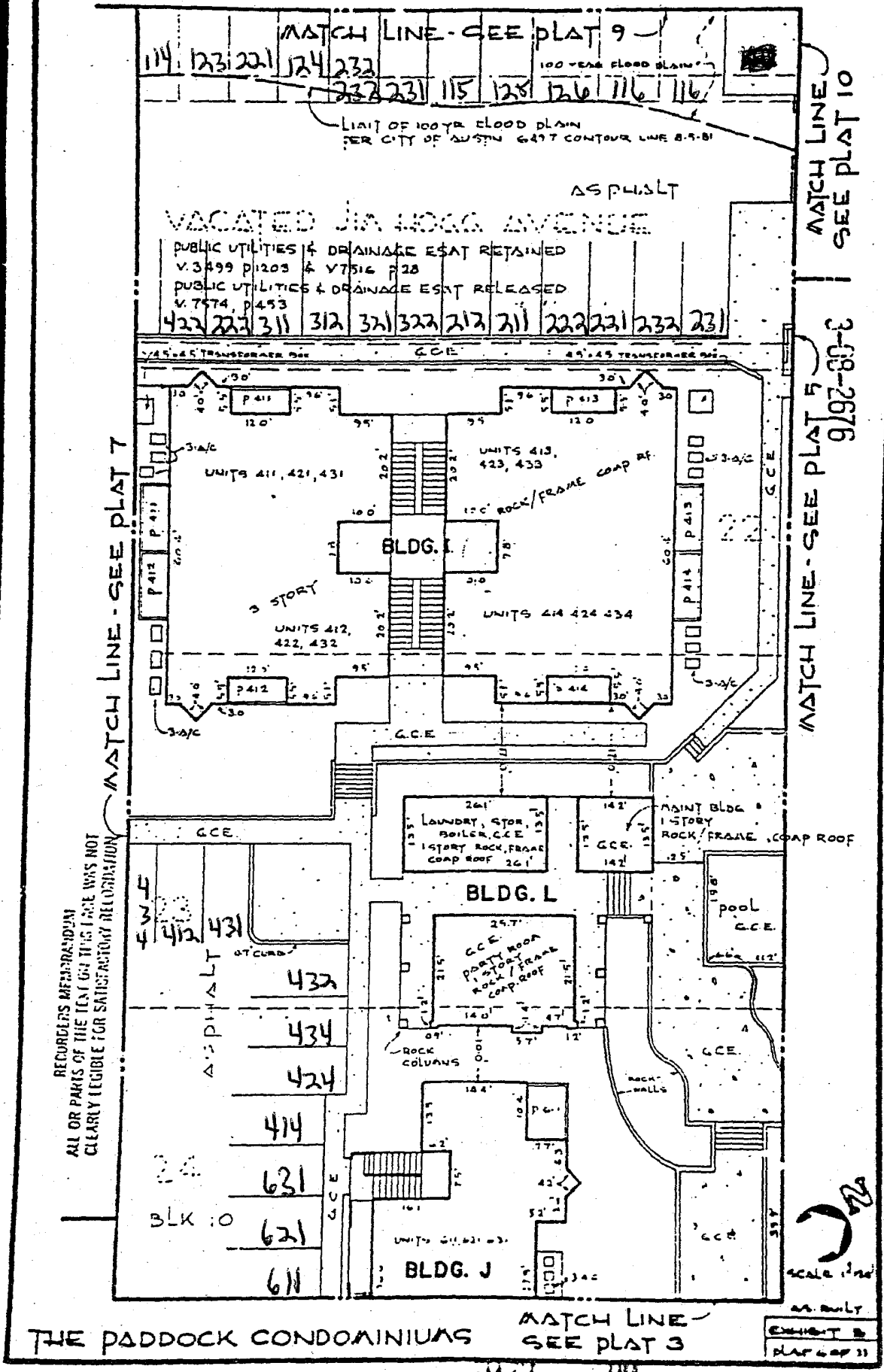
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THE PADDOCK CONDOMINIUMS

7077

30

AS BUILT
 EXHIBIT B
 PLAT 9 OF 22



THE PADDOCK CONDOMINIUMS

MATCH LINE - SEE PLAT 3

MATCH LINE - SEE PLAT 0

W. NORTH LOOP ROW VARIES

VAUGHN IRON & ROCK FENCE UNDER CONSTRUCTION, GENERALLY FOLLOWS #

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ROCK / FRAME
COMP. ROOF

UNITS 511, 521

UNITS 512, 522

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ASPHALT

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GATEHOUSE - G.C.E.

MATCH LINE - SEE PLAT 6

3-10-2677

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THE PADDOCK CONDOMINIUMS

NO. 0014
DECEMBER 8
PLAT 7 OF 11

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS