



FIRST AMENDMENT TO RESTATED MASTER DECLARATION
AS AMENDED AND RESTATED ON
DECEMBER 11, 2012
WATERFORD ON LAKE
TRAVIS

Handwritten initials and number 4

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
KNOW ALL BY THESE PRESENTS:

WHEREAS, the Restated Master Declaration as Amended and Restated on December 11, 2012, Waterford on Lake Travis, was filed and recorded as Document No. 2012218409 in the Official Public Records of Travis County, Texas (the "Declaration"), and such Declaration superseded all prior declarations for the subdivision, Waterford on Lake Travis (the "Subdivision");

WHEREAS, the Declaration provides in Section 9.02 that it may be amended by approval of Owners entitled to cast fifty-one percent (51%) of the total number of votes entitled to be cast in accordance with Section 5.04 of the Declaration;

WHEREAS, there are 82 votes entitled to be cast, and 42 affirmative votes constitute approval by fifty-one percent (51%);

WHEREAS, the Owners and the Association desire to make amendments and revisions as further set forth below.

NOW, THEREFORE, for and in consideration of the conditions contained herein and other good and valuable consideration, the Association does hereby declare, agree, acknowledge and provide as follows:

Section 2.14 is amended as follows:

2.14 Vehicles The use 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, and wagons shall be subject to Waterford on Lake Travis Rules, which may regulate, prohibit or limit the use thereof within specified parts of Waterford on Lake Travis Sections 1 or 2. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description whatsoever upon the private or public roads or rights-of-way within Waterford on Lake Travis Sections 1 or 2 shall be permitted for temporary use. No vehicles may be parked on the street overnight.

Section 3.09 is amended as follows:

3.09 Conservation Easements Conservation Easements are to be established through portions of Lots 25 through 47, Block A, Section 1, Lot 1, Block B, Section 1, and Lots 2 through 22, Block B, Section 2. Subject to Section 8.10, these easements are to be left in their natural condition with no cleaning, clearing of brush or otherwise interfering with existing growth.

Section 5.07(S) is amended as follows:

5.07 Powers and Authority of the Association ...

(S) Conservation Easements As on recorded plat- Lot owners with part of their residential lot in the Conservation Easements must leave that part of their residential Lot in its natural condition. **Subject to Section 8.10**, this Easement area cannot be cleared, brushed, trimmed, clipped or cut. Cleaning and maintenance of these easements will be the responsibility of the Association, as described in Article 5.06(A)(1) and (3) hereof **unless the Board and the Owner agree otherwise in writing.**

Section 8.10. Section 8.10 is amended as follows:

8.10 Variance. The Committee may grant variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, building envelopes, colors, materials or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed at least by a majority of all members of the Committee. **For Lot 1, Block B, Section 1 and Lots 2 through 22, Block B, Section 2, the Committee may grant a variance, which variance shall be substantially in the form of Exhibit "A" attached hereto, from the 125-foot Conservation Easement restrictions set forth in this Declaration or any Supplement Declaration provided that (i) the Owner agrees to the terms and conditions set forth in the form variance attached hereto as Exhibit "A" by countersigning the same, and (ii) such variance is signed by at least a majority of all 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 provision of this Declaration or of any Supplemental Declaration for any purpose except as to the particular instance covered by the variance. **The granting of such variance shall not operate to waive any obligations of Owner to comply with applicable laws, regulations, obligations, or restrictions imposed by any entity other than the Association.**

EXECUTED effective as of April 5, 2016.

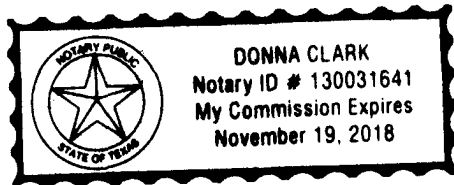
**WOLT PROPERTY OWNERS ASSOCIATION  
II, INC.**, a Texas non-profit corporation

By: Andrew T. Cole  
Name: Andrew T. Cole  
Title: President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned authority, personally appeared Andrew Cole, known to me to be the President of WOLT Property Owners Association II, Inc., a Texas non-profit corporation, who executed the foregoing document in the capacity therein stated and for the purposes therein described.

Given under my hand and seal of office this 5<sup>th</sup> day of April, 2016.



Donna Clark  
Notary Public, State of Texas

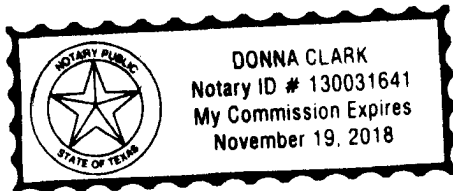
**WOLT PROPERTY OWNERS ASSOCIATION  
II, INC.**, a Texas non-profit corporation

By: Marilyn Taylor  
Name: MARILYN TAYLOR  
Title: Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned authority, personally appeared Marilyn Taylor, known to me to be the Secretary of WOLT Property Owners Association II, Inc., a Texas non-profit corporation, who executed the foregoing document in the capacity therein stated and for the purposes therein described.

Given under my hand and seal of office this 5<sup>th</sup> day of April, 2016.



Donna Clark  
Notary Public, State of Texas

**EXHIBIT "A"**  
**TO FIRST AMENDMENT TO RESTATED MASTER DECLARATION AS AMENDED AND  
RESTATED ON DECEMBER 11, 2012**

**[Insert Waterford on Lake Travis Letterhead]**

**[Insert Date]**

**[Insert Owner Name and Address]**

RE: Lot , Block , Waterford on Lake Travis, Section , as more particularly described on Exhibit A attached hereto (the "Property"); Request for variances from the Declaration's Conservation Easement restrictions.

Dear \_\_\_\_\_,

To the extent the Architectural Committee has authority to do so and expressly subject to the requirements listed below, the Architectural Committee hereby grants you a variance from the restrictions of the Restated Master Declaration As Amended and Restated on December 11, 2012, Waterford on Lake Travis (the " Declaration") relating to the Conservation Easement affecting your Property (the " Variance"). The Variance is only for those activities and / or improvements specifically described on Exhibit B attached hereto, and applies only to the specific locations identified on Exhibit B attached hereto.

The Variance is subject to the following conditions and provisions:

1. The Architectural Committee's prior approval must be obtained for the Plans and Specifications for all Improvements on the Property, including any Improvements in the Conservation Easement, and all Plans and Specifications must otherwise comply with the Declaration (except to the extent amended by the Variance) and the Architectural Committee Rules.
2. All City, County or other governmental approvals or permits required for the Improvements, including any Improvements in the Conservation Easement, must be obtained.

You agree, by countersigning this letter in the space provided below, that you will indemnify, defend and hold harmless the Architectural Committee, the Board of Directors and the Association (the "Indemnified Parties") from any and all losses, claims, damages, liabilities, costs and expenses (including attorneys' fees) which may be

initiated or asserted against any one or more of the Indemnified Parties by third parties arising out of or in connection with this letter or the granting of the Variance. Additionally, you acknowledge, by countersigning in the space provided below, that notwithstanding the Variance, the Property continues to be subject to (i) any and all governmental ordinances, statutes, rules and regulations, (ii) recorded plats and (iii) recorded easements applicable to or affecting the Property.

All capitalized terms not defined in this letter have the meaning set forth in the Current Declaration.

**The Architectural Committee**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as a member of the Waterford on Lake Travis Architectural Committee created under Article VIII of that certain Restated Master Declaration as Amended and Restated on December 11, 2012.

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as a member of the Waterford on Lake Travis Architectural Committee created under Article VIII of that certain Restated Master Declaration as Amended and Restated on December 11, 2012.

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as a member of the Waterford on Lake Travis Architectural Committee created under Article VIII of that certain Restated Master Declaration as Amended and Restated on December 11, 2012.

**[Insert Property Owner Name]**

\_\_\_\_\_

STATE OF TEXAS            )

COUNTY OF TRAVIS        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016  
by \_\_\_\_\_.

Exhibit A to Variance

Property Description

**Recorders 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.

Exhibit B to Variance

Approved Encroachments

1. Construction of the Improvements identified on the attached plans in the locations shown on the attached plans.
2. Removal of the [brush/ trees] shown on the attached plans.
3. [Insert specific details of any other approved activities in the Conservation Easement.]

✓  
Return:

RON BOPP  
PO BOX 4604  
LAGO VISTA TX 78645

**Recorders 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.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Apr 08, 2016 01:49 PM

2016053330

BARTHOLOMEWD: \$54.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS