

SUPPLEMENTAL DECLARATION OF COVENANTS

ONION CREEK SECTION 4

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On this 22nd day of March, 1978, Onion Creek Development Company (a joint venture composed of Lumbermen's Investment Corporation and C & D Investments, a partnership of which James N. Demaret and James D. Connally are the general partners), herein collectively called "Developer", hereby declares that the land described below shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, herein called "covenants", set forth in the Declaration of Covenants dated July 9, 1973, by Developer, recorded Book 4678, Page 2228, Deed Records of Travis County, Texas, which is incorporated herein by reference and made a part hereof for all purposes and Developer does specify and agree that the Declaration of Covenants shall be and do constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns, and all subsequent owners of each lot; and the owners, by their acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms of the Declaration of Covenants except that the following paragraphs shall as to the land described below be deemed to be inserted in lieu of the corresponding paragraphs of the Declaration of Covenants as follows:

1. Land.

Developer is the owner of real property located in Travis County, Texas (herein called the "Land"), more particularly described in the attached Exhibit "A", which is attached hereto and made a part hereof for all purposes.

2. Subdivision.

Developer has subdivided the Land into lots in a subdivision to be known as Onion Creek Section 4 according to the Plat thereof recorded in Book 76, Page 225, Plat Records of Travis County, Texas, to which Plat and its record reference is made for all purposes. Developer plans to further the residential community created by previous sections through selling lots and other tracts of land for the construction of office, commercial and industrial buildings and single family, townhouse patio, condominium, duplex, fourplex and apartment dwellings pursuant to the Supplementary Declaration of Restrictions of even date and this Supplementary Declaration of Covenants.

The owners of lots or parts thereof which are designated by Developer as commercial or industrial or some aspect thereof shall be considered as Class C members of the Onion Creek Homeowners' Association for the purposes of Paragraph 6(a) of the Declarations of Covenants. The owners of lots as parts thereof shall be considered Class A or Class B members of the Onion Creek Homeowners' Association for the purposes of Paragraph 6(a) of the Declaration of Covenants in accordance with the type of residential use designated.

8. Assessments.

(b) The following provision shall be added to subparagraph 8(b) of the Declaration of Covenants as to this section so that the terms of subparagraph 8(b) as added to hereby shall apply to and cover Onion Creek Section 4 as follows: "The Board of Directors of the Association shall be authorized to add to or subtract from the services that may be provided and the uses that may be made of assessments made hereunder."

(g) Due Date. The annual assessments shall commence on the date fixed by the Board of Directors of the Association. The first annual assessment shall be for the balance of the calendar year and shall become due on the date fixed for commencement. After the first year, the assessment shall be made at the annual meeting on a calendar year basis and shall be paid annually or otherwise as billed by the Board of Directors of the Association. Capital assessments shall be due thirty (30) days after notice thereof is given by the Board of Directors of the Association.

11. General Provisions.

(b) Duration. These covenants are to run with the Land and shall be binding on all parties and persons claiming under them until December 31, 1987, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

The terms of the Declaration of Covenants except as amended and supplemented hereby shall be applicable to the above described Land and lots into which the same is subdivided.

EXECUTED this the 22nd day of March, 1978.