

Amendment to the Stoney Ridge Phase B Section 1 Subdivision Declaration of Covenants, Conditions and Restrictions

141-120203505-453

Reference is made to the Stoney Ridge Phase B Section 1 Subdivision Declaration of Covenants, Conditions and Restrictions (as heretofore amended, the "CCR's"), recorded under Document No. 2005059880 of the Official Public Records of Travis County, Texas, pursuant to which SR Development, Inc., as "Declarant," imposed certain covenants, conditions, and restrictions upon the Stoney Ridge Phase B Section 1 Subdivision, a subdivision in Travis County, Texas.

References to terms defined in the CCR's that are not otherwise defined herein shall be given the same meanings herein as are ascribed to them in the CCR's.

Pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2005167619 of the Official Public Records of Travis County, Texas, Declarant extended the coverage of the CCR's to include the Stoney Ridge Phase B Section 2 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. 200700085 of the Official Public Records of Travis County, Texas.

Section 8.2 (a) of the CCR's provides:

8.2 Amendment.

- (a) This Declaration may be amended by Declarant acting alone so long as Declarant holds at least one (1) Lot in the Association.

Declarant currently owns more than one lot in the Association and now wishes to amend the CCR's as hereafter provided.

Amendments

1. **Applicability of Assessments.** Section 6.1 (a) of the CCR's currently provides as follows:

- (a) The Association may from time to time levy Assessments against each Lot, whether or not such Lot is improved. The amount of Assessments shall be equal and uniform among all Lots; provided, however, that no Assessments shall ever be levied hereunder against any Lot owned by Declarant or any Common Areas, or any Lot designated for a use other than residential on the final plat(s) of the Subdivision.

Section 6.1 (a) of the CCR's is hereby amended to read in its entirety as follows:

- (a) The Association may from time to time levy Assessments against each Lot in the Subdivision; provided that the amounts of such Assessments shall

be equal and uniform among all Lots; and further provided that no Assessments shall ever be levied hereunder against:

- (1) any Lot that is owned by Declarant,
- (2) any Lot that is owned by a direct transferee of Declarant (a "Direct Transferee") until such time as that Lot is further transferred by such Direct Transferee to a third party purchaser,
- (3) any of the Common Areas, or
- (4) any Lot designated for a use other than residential on the final plat(s) of the Subdivision.

2. **Assessment Upon Transfer.** Section 6.6 of the CCR's currently provides as follows:

6.6 Assessment Upon Transfer. The Association shall collect an Assessment of Ninety and No/100 (\$90.00) per Lot from each purchaser of a Lot at the time of each closing of such Lot. Such Assessment shall be due and payable on each Lot each time ownership of such Lot is transferred.

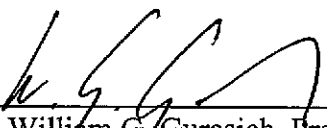
Section 6.6 of the CCR's is hereby amended to read in its entirety as follows:

6.6 Assessment Upon Transfer. The Association shall collect an Assessment of Ninety and No/100 Dollars (\$90.00) per Lot from each purchaser of a Lot at the time of each closing of a purchase and sale of such Lot. Such Assessment shall be due and payable on each Lot each time ownership of such Lot is transferred. Notwithstanding the foregoing, no such Assessment shall be due or payable by any Direct Transferee upon its acquisition of a Lot from Declarant, or upon the subsequent acquisition of any such Lot by any purchaser who acquires such Lot from a Direct Transferee.

3. **Amendment.** This Amendment to the Stoney Ridge Phase B Section 1 Subdivision Declaration of Covenants, Conditions and Restrictions (this "Amendment") constitutes a written amendment of the CCR's adopted by Declarant in accordance with the provisions of Section 8.2 (a) thereof. In the event of any conflict between the provisions of the CCR's and this Amendment, the provisions of this Amendment shall control.

Executed to be effective as of December 6, 2012.

GRANTOR: SR Development, Inc.

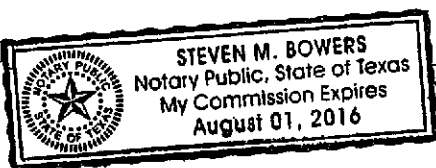
By: 
William G. Gurasich, President

State of Texas §
 §
County of Travis §

Acknowledgement

This instrument was acknowledged before me on December 6, 2012, by William G. Gurasich, President of SR Development, Inc., a Texas corporation, on behalf of said corporation.

[seal]



St M Bowers

Notary Public, State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

December 11 2012 08:48 AM

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