

AFTER RECORDING RETURN TO:  
ADAM PUGH, ESQ.  
CAGLE PUGH  
4301 WESTBANK DR., BLDG. A, STE. 150  
AUSTIN, TX 78746

**CORRECTION OF SECOND AMENDED AND  
RESTATED DECLARATION OF CONSOLIDATED  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BARTON CREEK LAKESIDE**

Cross Reference to Amended and Restated Declaration of Consolidated Covenants, Conditions and Restrictions for Barton Creek Lakeside recorded as Document No. 2013002780 in the Official Public Records of Travis County, Texas and Document Number 2011300134 in the Official Public Records of Burnet County, Texas; as amended by that certain Second Amended and Restated Declaration of Consolidated Covenants, Conditions and Restrictions for Barton Creek Lakeside recorded as Document No. 2014012804 in the Official Public Records of Travis County, Texas.

**CORRECTION OF SECOND AMENDED AND RESTATED DECLARATION OF  
CONSOLIDATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARTON  
CREEK LAKESIDE**

This Correction of Second Amended and Restated Declaration of Consolidated Covenants, Conditions, and Restrictions for Barton Creek Lakeside (the "Correction") is made by Barton Creek Lakeside P.O.A., Inc. (the "Association"), and is as follows:

**RECITALS:**

**A.** WHEREAS, Barton Creek Lakeside, a residential subdivision (the "Subdivision") was established and is governed by that certain Amended and Restated Declaration of Consolidated Covenants, Conditions and Restrictions for Barton Creek Lakeside recorded as Document No. 2013002780 in the Official Public Records of Travis County, Texas and Document Number 2011300134 in the Official Public Records of Burnet County, Texas; as amended by that certain Second Amended and Restated Declaration of Consolidated Covenants, Conditions and Restrictions for Barton Creek Lakeside recorded as Document No. 2014012804 in the Official Public Records of Travis County, Texas (collectively the "Declaration");

**B.** WHEREAS, the definition in Article 1, Section 1.18 regarding "Hilltop Property" and the Article 3, Sections 3.7(a) and (b) regarding "Exterior Color Schemes" in the Second Amended and Restated Declaration of Consolidated Covenants, Conditions and Restrictions for Barton Creek Lakeside were intended to include all phases shown on the referenced plat;

**NOW THEREFORE**, the Association hereby corrects the scrivener's error by including Phase One in Article 1, Section 1.18's definition of "Hilltop Property" which now reads:

**1.18 Hilltop Property** means Lots located within Barton Creek Lakeside Phase One and Phase Two as shown on the map or plat thereof recorded as Volume 99, Page 27-29, in the Official Public Records of Travis County, Texas. Barton Creek Lakeside Phase Four was subsequently carved out of Phase Two and retained the pre-existing Restrictions.

"Hilltop Property" and "Barton Creek Lakeside Phases Two and Four" are synonymous.

**NOW THEREFORE**, the Association hereby corrects the scrivener's errors in Article 3, Section 3.7(a) and (b) by including Phase One which now read::

**3.7 Exterior Schemes**

(a) Plans must include the designation of the color and material of all external surfaces of a Structure and are subject to ARC approval. With respect to Phase One, Two and Four (Hilltop Property) and the Lots therein only, the residential Structures and related physical improvements such as a detached garage and/or cabana, if any, constructed on any Lot shall have a common exterior appearance as determined by the ARC, including without limitation, concrete tile roofs, exterior masonry, exterior painting, and outdoor lighting of uniform design, material and color.

(b) Further, to ensure that the exterior appearance remain uniform, the Association shall have the authority, but not the obligation, to maintain the Exterior Area of all such residences. There is hereby created and granted to the Association and easement upon, across, over and under all the Lots within Phase One and Phase Two to exercise the power and authority granted under this Section 3.7. The cost of such maintenance will be paid by the Owner whose property is maintained and will be included in the Assessments, described below. Each Owner shall indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 3.7 (including the cost, fees, expense, liability, claim of cause of action arising out of the Association's negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

Executed on this 24 day of June, 2021.

[SIGNATURE PAGE FOLLOWS]  
CERTIFICATE OF ADOPTION

STATE OF TEXAS

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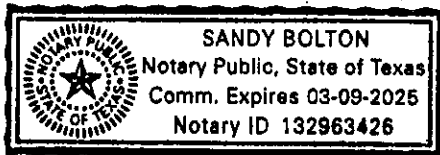
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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The undersigned, Michael Frouse qualified and acting PRESIDENT of Barton Creek Lakeside P.O.A., Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that this Correction was approved by a majority vote of the Board of Directors of Barton Creek Lakeside P.O.A., Inc. on 24 day of JUNE, 2021.

IN WITNESS WHEREOF, the undersigned has executed this certificate as President on behalf of the Association on the 24 day of June, 2021.



By: Michael Frouse

Name: Michael Frouse

Title: BCL POA President

STATE OF TEXAS

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COUNTY OF Travis

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This instrument was acknowledged before me on the 24 day of June, 2021, by Michael Frouse, President of Barton Creek Lakeside P.O.A., Inc., on behalf of said non-profit corporation.

Sandy Bolton

**AFTER RECORDING PLEASE RETURN TO:**

Adam Pugh  
CAGLE PUGH  
4301 Westbank Dr.  
Bldg. A, Ste. 150  
Austin, TX 78746

7

