

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHIN OAK BEND**

STATE OF TEXAS           §  
  §           **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF BURNET     §

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHIN OAK BEND** (this "**Declaration**") is made to be effective on March 25, 2024, by **HOMETOWN RENOVATIONS, LLC**, a Texas limited liability company (hereinafter referred to as "**Declarant**").

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Shin Oak Bend was recorded in Document No. 202302031, Official Public Records, Burnet County, Texas (the "**Original Declaration**"), the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Shin Oak Bend was recorded in Document No. 202302066, Official Public Records, Burnet County, Texas (the "**First Amendment**"), and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Shin Oak Bend was recorded in Document No. 202311521, Official Public Records, Burnet County, Texas (the "**Second Amendment**"); and

**WHEREAS**, this Declaration is intended to modify certain sections of the Second Amendment. If there is a conflict between the Second Amendment and this Declaration, this Declaration shall control.

**NOW, THEREFORE**, the following sections of the Second Amendment are deleted in their entirety and replaced with the following modified sections:

**ARTICLE II - USE RESTRICTIONS**

Section 2.12 **Tents, Mobile Homes and Temporary Structures**. Except as otherwise permitted in this Declaration, no tent, shack, mobile home, or similar structure, whether temporary or permanent, shall be placed upon a Lot. Storage sheds or greenhouses may be placed upon a Lot provided they are approved pursuant to this Declaration or the Governing Documents. Party tents or similar temporary structures may be erected for a limited period of time for special events. Except as permitted by **Section 3.1** of this Declaration, no thing or structure on such Lot may be occupied as a Dwelling at any time by any Person other than the Dwelling and Secondary Dwelling as defined.

**ARTICLE III - CONSTRUCTION STANDARDS**

Section 3.1 **Permitted Structures.** A lot may be used for an approved site-built single family residential Dwelling, a Secondary Dwelling, and approved structures. A Recreational Vehicle may only be used as a residence while a Dwelling is being constructed on a Lot. The Recreational Vehicle must be located behind the construction of the Dwelling. Installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot is prohibited. Moving a previously constructed dwelling onto a Lot is prohibited. Camping on a Lot is permitted for seven (7) out of every thirty (30) day period with professional camping equipment, if out of sight of all streets within the Property.

Section 3.5 **Garages.** Attached and detached garages are permitted. If detached, the garage must be located behind the front wall of the Primary Dwelling and must meet the exterior building material requirements outlined in **Section 3.9** of this Declaration.

Section 3.10 **Driveways and Sidewalks.** All driveways and sidewalks must be an all-weather road to be completed prior to occupancy of the Primary Dwelling. Driveways shall not be located nearer than thirty-five (35) feet to any side property line. Driveways are to be professionally constructed, and must be constructed, laid, and maintained from the Primary Dwelling to the street. Access to Lots is restricted to a street within the Property, and no Lot shall be accessed from a county road.

**ARTICLE IV - ARCHITECTURAL STANDARDS**

Section 4.9 **Commencement and Completion of Work.** Approved work shall commence within 90 days of the ARC's approval of the application and shall be completed within 90 days with the following exceptions: swimming pools shall be completed within one year. The foundation and exterior of a Primary Dwelling or Secondary Dwelling shall be completed within one year and totally completed within two years unless the owner requests an extension in writing prior to the expiration of the timeline and such extension request is approved in writing by the ARC. If, after approval, work does not commence within 90 days, such approval shall expire, and the work must have approval granted once again by the ARC prior to commencement.


**ARTICLE IX - ASSOCIATION FINANCES**

Section 9.13 **Capitalization of the Association.** Upon the initial submittal of plans for construction of a Dwelling, a one-time contribution shall be made by the owner of the Lot in the amount of \$1,000.00 ("**Capital Assessment**"). The Capital Assessment shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's designated account(s) and disbursed therefrom to the Association for use in covering operating expenses, capital expenditures and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

*Signature on following page.*

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Declaration to be effective on March 25, 2024.

**DECLARANT:** HOMETOWN RENOVATIONS, LLC, a Texas limited liability company

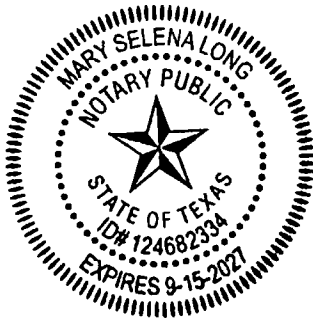
By:   
Todd Cox, Managing Member

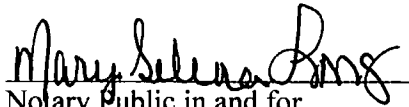
**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF ~~BURNET~~ §  
  Williamson

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **TODD COX**, Managing Member of **HOMETOWN RENOVATIONS, LLC**, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 22<sup>nd</sup> day of March, 2024.



  
Notary Public in and for  
the State of Texas  
My Commission Expires: 9-15-27

**THE STATE OF TEXAS  
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202402877 AMD  
03/26/2024 12:00:13 PM Total Fees: \$33.00

Vicinta Stafford, County Clerk  
Burnet County, Texas

*Vicinta Stafford*

