



**EIGHTH AMENDMENT TO SCOFIELD RESIDENTIAL AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Eighth Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions is made and executed by the President and Secretary of Scofield Residential Owners Association, Inc. and is as follows:

RECITALS

WHEREAS, the Scofield Residential Area Declaration of Covenants, Conditions and Restrictions was recorded on February 1, 1993, in Volume 11863, Page 1147, Real Property Records of Travis County, Texas and has been amended by the following instruments: (i) First Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 11880, Page 775, Real Property Records of Travis County, Texas, (ii) Second Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 11949, Page 239, Real Property Records of Travis County, Texas, (iii) Third Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 12041, Page 3048, Real Property Records of Travis County, Texas, (iv) Fourth Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 12139, Page 151, Real Property Records of Travis County, Texas, (v) Fifth Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 12365, Page 90, Real Property Records of Travis County, Texas, (vi) Sixth Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions recorded in Volume 12416, Page 0392, Real Property Records of Travis County, Texas, and (vii) Seventh Amendment to Scofield Residential Area Declaration of Covenants, Conditions and Restrictions to be recorded in the Official Public Records of Travis County, Texas, (collectively referred herein as the "Original Declaration"); and

WHEREAS, pursuant to Section 10.2(b) of the Original Declaration, the Original Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of Scofield Residential Owners Association, Inc. (the "Association"), setting forth the amendment and certifying that such amendment has been approved by at least three-fourths (3/4) of the votes for each Member who is voting in person or by proxy at a meeting duly called to vote on such matter; and

WHEREAS, pursuant to Section 10.2(b) of the Original Declaration, the Original Declaration has been amended by approval of at least three-fourths (3/4) of the votes for each Member who was voting in person or by proxy at a meeting duly called to vote on such matter and therefore in accordance with Section 10.2(b) the President and the Secretary desire to document such amendment herein and certify the approval thereof.

NOW, THEREFORE, PREMISES CONSIDERED, the Original Declaration is hereby amended as follows:

1. Section 10.8 of the Original Declaration is amended in its entirety to read as follows:

“10.8 Enforcement, Non-waiver and Costs of Enforcement. Except as otherwise limited herein, any Owner at Owner’s expense, Declarant, and/or the Association shall have the right to enforce any and all provisions of the Declaration and the Restrictions. Such right of enforcement shall include both damages for and injunctive relief against a breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision. To the extent that the Association incurs costs due to enforcement of the Declaration or the Restrictions, such costs shall be assessed against the Owner in violation, and all such costs shall be the personal obligation of that Owner and shall become a lien against such Owner’s Lot and all improvements thereon. Such lien shall be prior to any declaration of homestead and the Association may enforce payment of such charges in the same manner as provided in Article VII above.”

2. Section 11.1 is hereby added to the Original Declaration to read as follows:

“11.1 The violation of this Declaration or the Restrictions by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (A) *The imposition of a special charge not to exceed Twenty-five (\$25.00) per violation, or*
- (B) *The suspension of Owner's rights to use any Association property for a period not to exceed sixty (60) days per violation, or*
- (C) *The right to cure or abate such violation and to charge the expenses thereof, if any, to such Owner, or*
- (D) *The right to seek injunctive and any other relief provided or allowed by law against such violation and to recover from such Owner all of its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.*

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner in the manner specified in Section 10.3 above, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. All unpaid special charges imposed pursuant to this section for violation of the Declaration shall be the personal obligation of the Owner of the property for which the special charge was imposed and shall become a lien against such Lot and all improvements thereon. Such liens shall be prior to any declaration of homestead and the Association may enforce payment of such special charges in the same manner as provided in Article VII above."

IN WITNESS WHEREOF, the President and Secretary of the Association hereby certify by signing below that the foregoing amendment was approved by at least three-fourths (3/4) of the votes for each Member who is voting in person or by proxy at a meeting duly called to vote on such matter, which was held on April 21, 2005.

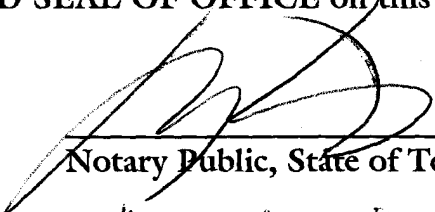
By: Alan Shelby
Alan Shelby, President
Scofield Residential Owners
Association, Inc.

By: Leigh Ann Brunson
Leigh Ann Brunson, Secretary
Scofield Residential Owners
Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Leigh Ann Brunson, Secretary of the Board of Directors of Scofield Residential Owners Association, Inc., personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act of Scofield Residential Owners Association, Inc. and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of June, 2005.



Notary Public, State of Texas

Mary Makitalo

Typed or Printed Name

My Commission Expires: 8/16/05

(SEAL)



AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

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