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RM

STATE OF TEXAS §

COUNTY OF TRAVIS §

NOTICE OF DEDICATORY INSTRUMENTS
FOR
NORTH RIM COMMUNITY, INC.

Document reference. Reference is hereby made to that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, filed at Vol. 12717, Pg. 2028 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of North Rim Community, Inc. (the "**Association**"); and

WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located;

THEREFORE the Association does hereby file the attached dedicatory instrument(s) of record to put members of the public on notice of their existence and substance.

NORTH RIM COMMUNITY, INC.



By: William M. Heyer
Title: Attorney-in-Fact

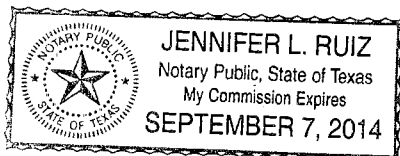
Exhibit "A": Articles of Incorporation
Exhibit "B": Bylaws

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 3rd day of November, 2011, by William M. Heyer in the capacity stated above.




Notary Public, State of Texas

ARTICLES OF INCORPORATION
OF
NORTH RIM COMMUNITY, INC.

FILED
In the Office of the
Secretary of State of Texas

APR 13 1998

Corporations Section

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of the corporation is: North Rim Community, Inc., (hereinafter called the "Association").

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Development Area Declaration of Covenants, Conditions and Restrictions For Barton Creek North Rim which is recorded in Volume 12717, Page 2028, Real Property Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Nonprofit Corporation Act may now, or later, have or exercise, subject to the limitations set forth in the Declaration.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers; provided, however, that notwithstanding any provision herein to the contrary, the Association shall not engage in any substantial activities or exercise any significant powers which do not further the sole purpose of the Association, which is set out in the Declaration.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 4111 Lakeplace Lane, Austin, Texas. The name of its initial registered agent at such address is John S. Lloyd.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration, as amended. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Robert D. Burton

ADDRESS

100 Congress Avenue, Suite 1300
Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who must be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Nonprofit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John S. Lloyd	4111 Lakeplace Lane Austin, Texas
Lydia Lloyd	4111 Lakeplace Lane Austin, Texas
Leah Lloyd	4111 Lakeplace Lane Austin, Texas

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

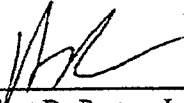
ARTICLE XIII ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

**ARTICLE XIV
AMENDMENT**

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control; and in the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 8th day of April, 1998.



Robert D. Burton, Incorporator



BYLAWS
OF
NORTH RIM COMMUNITY, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is North Rim Community, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 4111 Lakeplace Lane, Austin, Texas but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Articles. "Articles" shall mean the Articles of Incorporation of North Rim Community, Inc. which will be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.2. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.3. Association. "Association" shall mean and refer to North Rim Community, Inc.

Section 2.4. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.5. Association Restrictions. "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect.

Section 2.6. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.7. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.8. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.9. Declarant. "Declarant" shall mean FM Properties Operating Co., and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. "Declaration" shall mean the Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028, Real Property Records of Travis County, Texas, as the same may be amended from time to time.

Section 2.11. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property, together with all improvements located thereon.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.17. Property. "Property" shall mean and refer to that tract or parcel of land in Barton Creek North Rim, a subdivision of record in Travis County, Texas according to the map or plat of record in Volume 98, Pages 261-264, inclusive, Plat Records of Travis County, Texas and any property which may be added by amendment to the Declaration from time to time.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different date is selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Number, Tenure and Qualification. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) persons, and initially consisting of the three (3) persons named in the Articles of Incorporation of the Association. The number of Directors may be increased or decreased, but to not less than three (3), from time to time by resolution of the Board of Directors or by due election of that number of Directors by the Members, but no decrease by the Board of Directors shall have the effect of shortening the term of any incumbent Director. The Board of Directors shall hold office until removed in accordance with these Bylaws. Any Member in Good Standing is qualified to be a Director.

Section 4.2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the members.

Section 4.3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Nomination for election to the Board may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board and two members of the Association. The Nominating Committee shall be appointed by the Board prior to or during each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 5.2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board shall be held as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD

Section 7.1. Powers. The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purpose of the Association as set forth in Article 7, Section 7.04 of the Declaration, as amended:

- (a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists;
- (c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (e) employ such employees as they deem necessary, and to prescribe their duties;
- (f) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and
 - (2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);
- (h) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (j) exercise such other and further powers as provided in the Declaration.

Section 7.2. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a President and one or more Vice-Presidents, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4.

Section 8.8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** Each Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

**ARTICLE IX
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate as the Board may designate from time to time and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs which are incurred in furtherance of the purposes of the Association as set forth in the Declaration and/or costs which are incurred in connection with the exercise of the powers incident to such purpose as set forth in the Declaration.

**ARTICLE XII
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XIII
AMENDMENTS**

Section 13.1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of all the Members of the Association provided that such amendment has been approved by Members of the Association entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association.

Section 13.2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 14.1. Definitions. In this Article XIV:

(a) "Indemnitee" means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) "Official Capacity" means (i) when used with respect to a director, the office of director of the Association, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 14.2. Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14.1(a), if it is determined in accordance with Section 14.4 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 14.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

Section 14.3. Successful Defense. Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 14.4. Determinations. Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination

shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 14.5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the Association of (i) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIV and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIV, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 14.6. Employee Benefit Plans. For purposes of this Article XIV, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

Section 14.7. Other Indemnification and Insurance. The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

Section 14.8. Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 14.9. Construction. The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification contemplated hereby are found

to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 14.10. Continuing Offer, Reliance, etc. The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnites. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnites, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association.

Section 14.11. Effect of Amendment. No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnites to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnites, under and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:NorthRim:NoticeDedictoryInstruments10-11.doc

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Nov 10, 2011 09:33 AM 2011164851

VANHOOSEJ: \$72.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION OF

NORTH RIM COMMUNITY, INC.
CHARTER NUMBER 01486540

01486540

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

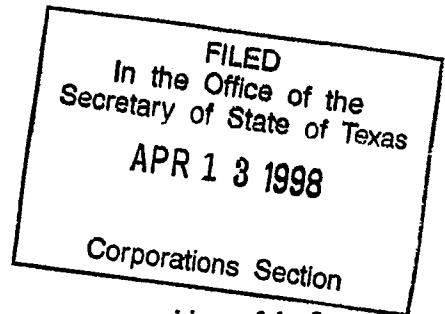
DATED APR. 13, 1996

EFFECTIVE APR. 13, 1998



Alberto R. Gonzales, Secretary of State

**ARTICLES OF INCORPORATION
OF
NORTH RIM COMMUNITY, INC.**



The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is: North Rim Community, Inc., (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Development Area Declaration of Covenants, Conditions and Restrictions For Barton Creek North Rim which is recorded in Volume 12717, Page 2028, Real Property Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Nonprofit Corporation Act may now, or later, have or exercise, subject to the limitations set forth in the Declaration.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers; provided, however, that notwithstanding any provision herein to the contrary, the Association shall not engage in any substantial activities or exercise any significant powers which do not further the sole purpose of the Association, which is set out in the Declaration.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 4111 Lakeplace Lane, Austin, Texas. The name of its initial registered agent at such address is John S. Lloyd.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration, as amended. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Robert D. Burton

ADDRESS

100 Congress Avenue, Suite 1300
Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who must be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Nonprofit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John S. Lloyd	4111 Lakeplace Lane Austin, Texas
Lydia Lloyd	4111 Lakeplace Lane Austin, Texas
Leah Lloyd	4111 Lakeplace Lane Austin, Texas

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

**ARTICLE XIV
AMENDMENT**

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control; and in the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 8th day of April, 1998.



Robert D. Burton, Incorporator

BYLAWS
OF
NORTH RIM COMMUNITY, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is North Rim Community, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 4111 Lakeplace Lane, Austin, Texas but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Articles. "Articles" shall mean the Articles of Incorporation of North Rim Community, Inc. which will be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.2. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.3. Association. "Association" shall mean and refer to North Rim Community, Inc.

Section 2.4. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.5. Association Restrictions. "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect.

Section 2.6. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.7. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.8. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.9. Declarant. "Declarant" shall mean FM Properties Operating Co., and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. "Declaration" shall mean the Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028, Real Property Records of Travis County, Texas, as the same may be amended from time to time.

Section 2.11. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property, together with all improvements located thereon.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.17. Property. "Property" shall mean and refer to that tract or parcel of land in Barton Creek North Rim, a subdivision of record in Travis County, Texas according to the map or plat of record in Volume 98, Pages 261-264, inclusive, Plat Records of Travis County, Texas and any property which may be added by amendment to the Declaration from time to time.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different date is selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Number, Tenure and Qualification. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) persons, and initially consisting of the three (3) persons named in the Articles of Incorporation of the Association. The number of Directors may be increased or decreased, but to not less than three (3), from time to time by resolution of the Board of Directors or by due election of that number of Directors by the Members, but no decrease by the Board of Directors shall have the effect of shortening the term of any incumbent Director. The Board of Directors shall hold office until removed in accordance with these Bylaws. Any Member in Good Standing is qualified to be a Director.

Section 4.2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the members.

Section 4.3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Nomination for election to the Board may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board and two members of the Association. The Nominating Committee shall be appointed by the Board prior to or during each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 5.2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board shall be held as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD

Section 7.1. Powers. The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purpose of the Association as set forth in Article 7, Section 7.04 of the Declaration, as amended:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists;

(c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(e) employ such employees as they deem necessary, and to prescribe their duties;

(f) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(j) exercise such other and further powers as provided in the Declaration.

Section 7.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a President and one or more Vice-Presidents, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4.

Section 8.8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** Each Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

**ARTICLE IX
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate as the Board may designate from time to time and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs which are incurred in furtherance of the purposes of the Association as set forth in the Declaration and/or costs which are incurred in connection with the exercise of the powers incident to such purpose as set forth in the Declaration.

**ARTICLE XII
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XIII
AMENDMENTS**

Section 13.1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of all the Members of the Association provided that such amendment has been approved by Members of the Association entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association.

Section 13.2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 14.1. Definitions. In this Article XIV:

(a) "Indemnatee" means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) "Official Capacity" means (i) when used with respect to a director, the office of director of the Association, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 14.2. Indemnification. The Association shall indemnify every Indemnatee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnatee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14.1(a), if it is determined in accordance with Section 14.4 that the Indemnatee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnatee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnatee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnatee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnatee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnatee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnatee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnatee did not meet the requirements set forth in clauses (i), (ii) or (ii) in the first sentence of this Section 14.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnatee.

Section 14.3. Successful Defense. Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2, the Association shall indemnify every Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 14.4. Determinations. Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination

shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 14.5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the Association of (i) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIV and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIV, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 14.6. Employee Benefit Plans. For purposes of this Article XIV, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

Section 14.7. Other Indemnification and Insurance. The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

Section 14.8. Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 14.9. Construction. The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification contemplated hereby are found

to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 14.10. Continuing Offer, Reliance, etc. The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association.

Section 14.11. Effect of Amendment. No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

AMENDMENT TO
DEVELOPMENT AREA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BARTON CREEK NORTH RIM

FILM CODE

00005603913

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "First Amendment") is made by FM PROPERTIES OPERATING CO., A Delaware general partnership (the "Declarant"), and is as follows:

RECITALS:

A. Declarant recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim dated June 26, 1996, recorded in Volume 12717, Page 2028, Real Property Records of Travis County, Texas (the "Development Area Declaration"), which relates to certain real property (the "Property") therein described.

B. Pursuant to Section 8.02 of the Development Area Declaration, the Development Area Declaration may be amended by recording in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by (i) the Declarant, acting alone; or (ii) the President and Secretary of the Association certifying that such amendment has been approved by either (a) the Declarant, or (b) Members of the Association entitled to cast at least seventy percent (70%) of the number of votes of the Association and the Declarant.

C. The following amendment has been approved by Declarant, acting alone, and Declarant has executed and caused this instrument to be recorded to effectuate the following amendment to the Development Area Declaration.

NOW THEREFORE, the undersigned Declarant hereby declares and certifies that the following amendment to the Development Area Declaration has been duly approved by Declarant:

1. Article II, Section 2.02(a) of the Development Area Declaration shall be amended to read in its entirety as follows:

"No more than eighteen (18) single family residences shall be permitted upon the Property unless additional units are authorized by Declarant as evidenced by an amendment approved and recorded in accordance with Section 8.02."

REAL PROPERTY RECORD
TRAVIS COUNTY, TEXAS

12980 2243

2. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration. Unless expressly amended by this First Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written.

Executed on this the 18th day of July, 1997.

DECLARANT:

FM PROPERTIES OPERATING CO.,
a Delaware general partnership

By: [Signature]
William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 18, 1997, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.



(seal)

Kathleen Walden
Notary Public Signature

FILED

97 JUL 21 AM 11:02

DAHA DE BEAUVOIS
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

KENNETH N. JONES
ARMERUST BROWN & DAVIS LLP
100 CONGRESS SUITE 1350
AUSTIN TX 78701

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
record RECORDS of Travis County, Texas, on

REAL PROPERTY RECORD
TRAVIS COUNTY, TEXAS

12980 2244



JUL 21 1997

[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT: SUCCESSOR TRANS: 10770 DEPT: REGULAR RECORD \$11.00
CASHIER: BAYON FILE DATE: 7/21/97 TRANS DATE: 7/21/97
PAID BY: CHECK# 1666

117r

FIRST AMENDMENT TO DEVELOPMENT AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK NORTH RIM

FILM CODE

00005684370

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

This First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "Amendment") is made by FM PROPERTIES OPERATING CO., a Delaware general partnership (the "Declarant"), and is as follows:

RECITALS:

A. Declarant, recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which relates to certain real property (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in Volume 12717, Page 2021, of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707 of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. Pursuant to Section 8.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the Declarant, acting alone.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration, as follows:

1. Article II, Section 2.02(b) (v) is hereby deleted in its entirety and the following is substituted in its place:

No roof shall have pitch in excess of 12/12.

2. Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration or Master Declaration. Unless expressly amended by this First Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective this 11th day of February 1998.

DECLARANT:

FM PROPERTIES OPERATING CO., a Delaware general partnership

By: 

William H. Armstrong, III, Attorney-in-Fact

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

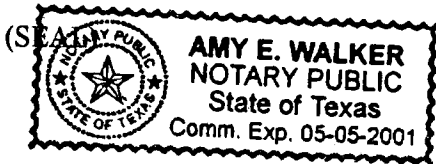
23776.1/020998

13118 0192

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of FEBRUARY 1998 by William H. Armstrong, III, Attorney in Fact for FM Properties Operating Co., a Delaware general partnership on behalf of said ~~corporation~~ partnership.



Amy E. Walker
Notary Public Signature

AFTER RECORDING, RETURN TO:

Robert D. Burton
Armbrust Brown & Davis, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

FILED
98 FEB 11 PM 2:29
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on



FEB 11 1998

Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

23776.1/020998

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13118 0198

2

RECEIPT#: 800098485 TRANC#: 84681 SEPT: REGULAR RECORD \$11.00
CASHIER: KIMED FILE DATE: 2/11/98 TRANS DATE: 2/11/98
PAID BY CHECK# 10350

61. 159

DEVELOPMENT AREA
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK NORTH RIM

FILM CODE
00005451724

This Development Area Declaration of Covenants, Conditions and Restrictions For Barton Creek North Rim (the "Declaration") is made by **FM PROPERTIES OPERATING CO.**, a Delaware general partnership (the "Declarant"), and is as follows:

RECITALS

A. The Declarant is the owner of approximately 60.613 acres of real property located in Travis County, Texas as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707 of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. The Master Declaration permits the Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Declaration, which shall be in addition to the covenants, conditions, and restrictions of the Master Declaration.

D. Declarant desires to create upon the Property a residential community and carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.

E. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration.

ARTICLE I

DEFINITIONS

1.01. Defined Terms. Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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12717 2023

"Architectural Guidelines" shall mean the architectural guidelines adopted by the Master Architectural Control Committee pursuant to this Declaration and as authorized by the Master Declaration, as such architectural guidelines may be amended, modified, or restated from time to time. The Architectural Guidelines are referenced in Sections 2.01, 2.02, 4.01, and elsewhere in this Declaration.

"Assessment" or "Assessments" shall mean all assessment(s) imposed by the Association under this Declaration. *

"Association" shall mean and refer to the North Rim Community, Inc., a Texas non-profit corporation. *Governor's 4:11* *

"Association Restrictions" shall mean this Declaration as the same may be amended from time to time, together with the Articles, Bylaws, and Association Rules, from time to time in effect. *

"Association Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 3.04(c) hereof as may be amended from time to time. ✓

"Articles" shall mean the Articles of Incorporation of North Rim Community, Inc., to be filed in the office of the Secretary of State of the State of Texas, as the same may be amended from time to time. ✓

"Bylaws" shall mean the bylaws of the Association as adopted by the Board and as amended from time to time. ✓

"Board" shall mean and refer to the Board of Directors of the Association. ✓

"Common Area" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, the Association or held for the benefit of the Owners as determined by the Board in its sole discretion, including, without limitation, all private streets and easements for landscape, drainage, irrigation, fence or related purposes. The Common Area may be owned by the Association, but held for the use and enjoyment of the Owners.

"Declarant" shall mean FM Properties Operating Co., a Delaware general partnership, its successors or assigns; provided that any assignment(s) of the rights of FM Properties Operating Co. as Declarant, must be expressly set forth in writing and the mere conveyance of a portion or all of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Developer" shall mean and refer to John S. Lloyd.

"Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

"Lot" or "Lots" shall mean one or more of the subdivided lots within the Property other than Common Areas.

"Master Architectural Control Committee" shall mean the committee created pursuant to the Master Declaration to establish Architectural Guidelines, to review and approve plans for the construction of Improvements upon the Property, and to carry out its duties as set forth in the Declaration and the Master Declaration.

"Master Association" shall mean and refer to The Barton Creek Property Owners Association, Inc., a Texas non-profit corporation. ✓

"Master Board" shall mean and refer to the Board of Directors of the Master Association. ✓

"Master Common Area" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, the Master Association, including, without limitation, all private streets and easements for landscape, drainage, irrigation, fence or related purposes. ✓

"Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions dated November 28, 1990, of record in Volume 11324, Page 707 of the Real Property Records of Travis County, Texas, filed against the Property and other real estate in Travis County, Texas, as such declaration may be modified, amended, or restated from time to time.

"Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage(s).

"Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

1.02. General Definitions. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Declaration.

ARTICLE II

GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01. Architectural Guidelines. Pursuant to Section 5.01 below, the Master Architectural Control Committee shall adopt Architectural Guidelines applicable to the Property and all Improvements constructed on the Property shall strictly comply with those Architectural Guidelines. Effective the date of this Declaration, the Master Architectural Control Committee has adopted the architectural guidelines set forth in that certain Barton Creek Community The Woods at Barton Creek Architectural Guidelines (the "Woods Guidelines") as the Architectural Guidelines which will be applied to the Property. Any reference in the Woods Guidelines to "The Woods at Barton Creek" or "Barton Creek Section G" shall be substituted with a reference to "Barton Creek North Rim". All other terms and provisions of the Woods Guidelines shall apply to construction on any portion of the Property until such time as the Architectural Guidelines are modified, amended, or restated by the Master Architectural Control Committee as authorized by the Master Declaration and this Declaration. In the event of any conflict between the terms and provisions of the Architectural Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration shall control. In addition, the Master Architectural Control Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this

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TRAVIS COUNTY, TEXAS

Declaration. The fee referenced in the preceding sentence shall not exceed \$300 per complete set of plans, specifications, and other required documents and information. The Master Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by this Declaration and The Woods Guidelines, is assembled and submitted to the Master Architectural Control Committee. Such charges shall be held by the Master Architectural Control Committee and used to defray the administrative expenses incurred by the Master Architectural Control Committee in performing its duties hereunder; provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Association at the end of each calendar year.

2.02. General Restrictions.

(a) No more than fifteen (15) single family residences shall be permitted upon the Property unless additional units are authorized by Declarant as evidenced by an amendment approved and recorded in accordance with Section 8.02.

(b) The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one detached single family residence which shall not exceed the following height limitations and shall meet the following criteria:

- (i) Except as provided in (ii), below, the maximum building height shall be no more than thirty-eight feet (38') measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys. In addition, the height of any eave on any structure shall not exceed thirty-five feet (35') above the natural grade at any point on the exterior wall of the residence.
- (ii) On any residence for which all roof ridges are at least two hundred feet (200') from the nearest portion of a golf course, the maximum building height shall be no more than forty feet (40') measured according to the following definition: The vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys.
- (iii) That portion of the foundation visible from the exterior of the structure must be concealed by a combination of (a) extending the exterior stone or stucco to within twelve inches (12") of the finished grade, and (b) constructing terraced planter boxes, which shall be constructed of the same masonry material as the structure and designed so as to minimize the visual impact of the structure's mass and height.
- (iv) No gables, other than dormers, shall be permitted on any portion of a roof facing the golf course.
- (v) No roof shall have pitch in excess of 9/12.

(c) Each Lot must contain a private garage for not fewer than three (3) automobiles and off-street parking space for a minimum of two (2) automobiles.

(d) Except for garages on corner Lots, no garage may face or open toward any street, golf course, or greenbelt. Garages located on corner Lots may face a street provided the Master Architectural Control Committee reviews and issues written approval of the location and design of the garage orientation and opening.

(e) Any residence constructed on any Lot must have a floor area of not less than 3,500 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages.

(f) Unless otherwise expressly approved by the Master Architectural Control Committee the exterior walls of any residence shall consist of one hundred percent (100%) stone or stucco constructed in strict compliance with the requirements of the Architectural Guidelines. The Master Architectural Control Committee shall have the authority to permit the use of wood siding or brick in specific circumstances where the Master Architectural Control Committee determines the limited use of wood siding or brick to be appropriate and consistent with the design requirements set forth in the Architectural Guidelines.

(g) All roofs shall be constructed of clay or concrete tile, the composition and color of which will be expressly approved by the Master Architectural Control Committee.

(h) The location of all buildings and Improvements shall comply with the minimum setbacks shown on the Plat and this Declaration. In addition to the requirements imposed by the Plat, (i) no building or other Improvement (including all fences) shall be located nearer than forty feet (40') from the front Lot line; and (ii) no building or other Improvement (except fences) shall be located nearer than ten feet (10') from any side Lot line, fifty feet (50') from any rear Lot line, or fifty feet (50') from any major thoroughfare or collector street without the express prior written approval of the Master Architectural Control Committee; provided, however, that Developer shall be entitled to designate two Lots with a forty foot (40') setback from Barton Creek Boulevard. In addition to the individual ten foot (10') side Lot line setbacks set forth in the preceding sentence, the two side yard setbacks for each Lot shall total not less than thirty feet (30'); provided, however, that no more than twenty-five percent (25%) of the external portion of a single family residence located upon any Lot may encroach upon the side Lot line setback attributable to such Lot so long as the encroachment does not extend within ten feet (10') of the side Lot line. With respect to any Lot abutting the Barton Creek golf course, no building or other Improvement (including fences) shall be located nearer than eighty feet (80') from the rear lot line.

For the purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this sentence shall not be construed to permit any portion of any construction or building on any Lot to encroach upon another Lot or property. The setbacks referred to in this subpart (h), above, include the thirty-five foot (35') Golf Course Buffer.

(i) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot; provided that, in connection with its development of the Property and sale of Lots, Developer shall have the right to maintain model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited.

(j) No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies, or for a carport or other automobile storage open on more than one side.

(k) No Lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but Lots may be leased for single family residential purposes for a minimum term of six (6) months; provided that any lease agreement must be in writing and must be made specifically subject to this Declaration.

(l) Only wood or wood clad windows shall be permitted and all windows on each residence shall have a consistent design throughout the residence and shall strictly comply with the requirements of the Architectural Guidelines.

(m) The design, construction materials, and location of (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Master Architectural Control Committee and shall strictly comply with the requirements of the Architectural Guidelines. Driveways shall be a minimum of ten feet (10') in width at their narrowest point. Driveways on corner lots abutting a cul-de-sac and another roadway shall access off the cul-de-sac. No asphalt driveways shall be permitted.

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Driveways must be located a minimum of five feet (5') from the side yard lot line and there shall be at least a twenty feet (20') buffer between driveways on adjoining lots which must be landscaped to screen one driveway from the other except as may be otherwise expressly approved in writing by the Master Architectural Control Committee. The Master Architectural Control Committee shall establish design and materials requirements for all driveway culverts to insure that they are consistent in appearance throughout the Property.

(n) The location, design, and materials used in construction of all mailboxes including, without limitation, an address identification marker and a light, shall strictly comply with the requirements of the Architectural Guidelines to insure a uniform appearance throughout the Property.

(o) All fences must be constructed of wrought iron, stone, or wrought iron/stone combination, must not exceed six feet (6') in height, and shall not be located closer to the street than the front of the residence. Any other materials, height, or location of any fences must be approved by the Master Architectural Control Committee and shall strictly comply with the requirements of the Architectural Guidelines.

(p) The second story floor area of any residence located on a lot which adjoins the golf course shall not exceed forty percent (40%) of the enclosed first floor area of the residence. For purposes of this subpart (p), "first floor area" shall include heated or air conditioned space and garages, but shall not include covered or other outdoor spaces. In addition, two-story interior spaces shall be included in the second floor area in calculating the percentage of permitted second floor area under this subpart (p).

(q) There shall be no restriction by this Declaration, or The Woods Guidelines on an Owner's ability to remove cedar and no requirement to replace or revegetate for cedar removal.

2.03. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and nine (9) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within the triangular area formed by the street line, a driveway or alley line and a line connecting them at points ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections shall be maintained to meet the sight line requirements set forth above. Notwithstanding the foregoing or anything in this Declaration to the contrary, at a minimum, sight distances required by any applicable governmental authority shall be complied with.

2.04. Subdivision Fence and Landscaping. Prior to the occupancy of any residence located within the Property, the Developer shall complete the Subdivision Fence and the Subdivision Landscaping, as those terms are defined in this Section 2.04. The Subdivision Fence shall be located within a ten (10) foot strip of land located on the Property parallel and adjacent to the common boundary of the Property and Barton Creek Boulevard, a private thoroughfare (the "Improvement Tract"). The Subdivision Fence shall be of the same design as the subdivision fence for Barton Creek, Section G, Phase 1 and Phase 2, and shall be constructed of the same materials and color so as to appear to be one continuous fence along Barton Creek Boulevard. The subdivision landscaping, including irrigation for that landscaping, will be located along the Improvement Tract between the Subdivision Fence and Barton Creek Boulevard. The Subdivision Landscaping shall be of the same design and using the same plant materials and irrigation as used along the subdivision fence for Barton Creek Section G, Phase 1 and Phase 2. Within ten (10) days after the Subdivision Fence and Subdivision Landscaping are complete, the Subdivision Fence and the Subdivision Landscaping, as well as an easement sufficient to permit maintenance, repair and access to the Subdivision Fence and Subdivision Landscaping, shall be conveyed to the Master Association as Master Common Area, and shall thereafter be maintained by the Master Association. Any security gate providing access to the Property (the "Security Gate"), upon completion, shall also be conveyed to the Master Association as Master Common Area, and shall thereafter be maintained by the Master Association. The design, materials and location of the Subdivision Fence, Security Gate, and Subdivision Landscaping must be approved prior to construction or installation by

the Master Architectural Control Committee. The design, materials, and location of each private driveway located upon any portion of the Property shall be approved prior to construction by Declarant; provided, however in no event shall any private driveway located on any portion of the Property be permitted within fifteen (15) feet of the north boundary of Barton Creek Boulevard.

2.04.A. Golf Course Buffer. Except for the twenty-foot (20') setback in Section 2.02 (h)(iii), for any Lot which adjoins the golf course, there shall be a thirty-five foot (35') wide buffer zone running parallel and adjacent to the golf course along the entire property line abutting the golf course (the "Golf Course Buffer"). No improvements shall be permitted within the Golf Course Buffer. The Golf Course Buffer shall be preserved as a landscape buffer between the golf course and the balance of the Lot. The Golf Course Buffer is hereby subjected to an access and maintenance easement for the benefit of the Master Association and the Association.

2.05. Antennae and Solar Systems. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy system ("Solar System"), shall be erected, maintained or placed on a Lot without the prior written approval of the Master Architectural Control Committee; provide, however, that one (1) satellite dish or other similar instrument with a diameter no greater than two feet (2') may be affixed to the rear roof eave of each single family residence located upon the Property. Prior to the erection of any Antennae (unless otherwise permitted by this Section 2.05) or Solar System, plans and specifications and a proposal for screening shall be presented to and expressly approved by the Master Architectural Control Committee, which approval may be denied for any reason whatsoever. Any Antennae or Solar System, if approved, shall be entirely screened from view from adjacent lots and streets.

2.06. Insurance Rates. Nothing shall be done or kept on the Property that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, the Association Property, or the improvements located thereon, without the prior written approval of the Board.

2.07. Subdividing and Easements. No Lot shall be further divided or subdivided, nor may any easements or other interests therein covering less than the whole Lot be conveyed by the Owner thereof without the prior express written approval of the Declarant. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No shrubbery, fence or other obstruction shall be placed in any easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or any other landscaping or Improvements or to other property of the Owner situated within any such easement.

2.08. Signs. No sign of any kind, including, without limitation, signs advertising property for sale or lease, shall be displayed to the public view without the express prior written approval of the Declarant except for signs that are part of Developer's marketing plan for the Property or any part thereof. The Declarant may permit or prohibit signs of any type advertising a portion of the Property for sale or lease, as it elects, in its sole discretion. Developer intends to implement a marketing program for the Property, which shall include signs advertising property for sale; provided, however, that Declarant may set reasonable standards for such signs including, without limitation, maximum dimensions, style, color, type size, and location.

2.09. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located.

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2.10. Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.11. Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Property without the prior written approval of the Master Architectural Control Committee.

2.12. Repair of Buildings. All Improvements upon any of the Property that are not maintained by the Association shall at all times be kept in good condition and repair and adequately maintained by the Owner thereof. The opinion of the Master Architectural Control Committee as to condition and repair shall be final.

2.13. Alteration or Removal of Improvements. Any alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any Improvements, or the removal of any Improvements within the Property, shall be performed only with the prior written approval of the Master Architectural Control Committee.

2.14. Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved in writing by the Master Architectural Control Committee.

2.15. Hazardous Activities. No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or in contained barbecue units which are attended while in use for used and cooking purposes only.

2.16. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the written approval of the Master Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foreman during actual construction may be maintained with the prior approval of Master Architectural Control Committee, such approval to include the nature, size, duration, and location of such structure.

2.17. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.18. Unightly Articles: Vehicles. No article deemed to be unsightly by the Master Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a 3/4 ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Property other than the Lot on which such areas, piles and facilities are properly located.

No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from any portion of the Property other than the Lot on which such materials are properly located.

2.19. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets not to exceed two (2) in number such as dogs and cats is allowed, and the pups, kittens, or offspring of any such permitted household pets may be kept for a period not in excess of eight weeks; provided, however, that no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry, livestock or exotic animal may be kept on any Lot. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose.

2.20. Travel Trailers and Recreational Vehicles. No travel trailers or recreational vehicles shall be parked in any street or on or near any Lot for more than forty-eight (48) hours or for more than seventy-two (72) hours in any 30-day period, so as to be visible from any other portion of the Property.

2.21. Owner's Responsibility for Maintenance. Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on such Owner's Lot, except by written consent of the Master Architectural Control Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure. In the event an Owner fails to maintain the Improvements located on such Owner's Lot as provided herein in a manner that the Master Architectural Control Committee deems necessary to preserve the appearance and value of the Property, the Master Architectural Control Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Master Architectural Control Committee shall so notify the Board or the Master Board, and the board so notified may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association or the Master Association, as the case may be, for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall be secured by the liens reserved in this Declaration or the Master Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association and the Association, their 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 Master Association's or the Association's acts or activities under this Section 2.21 (including any cost, fees, expense, liability, claim or cause of action arising out of the Master Association's or the Association's negligence in connection therewith); except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.22. Liability of Owners for Damage to Common Area or Master Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area or Master Common Area. The Owner of each Lot shall be liable to the Master Association for all damages to: (i) the Common Area, Master Common Area, or any Improvements constructed thereon; or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Master

Association or the Association; which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage shall be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in the Master Declaration or the Declaration.

2.23. Compliance with the Declaration. Each Owner shall comply strictly with the provisions of the Master Declaration and the Declaration (collectively, the "Restrictions") as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager or Board on behalf of the Association or by the Master Board on behalf of the Master Association or by the Master Architectural Control Committee or by an aggrieved Owner. Without limiting any rights or powers of the Association or the Board set out in this Declaration, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of this Declaration, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association, the Association, their 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 Master Association's or the Association's acts or activities under this Section 2.23 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Master Association's or the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence. ✓

2.24. Butane and Fuel Tanks. No butane or fuel tank or other structure or facility for the storage of combustible fuel (other than gas grills) shall be placed or maintained on the Property unless approved in writing by the Master Architectural Control Committee.

2.25. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.26. Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies the criteria set out in Section 13-8-70 of the Land Development Code of the City of Austin and all other applicable governmental requirements. Nothing in this Section 2.26 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

2.27. No Tennis Courts. No tennis courts shall be constructed on any Lot. This Section 2.27 shall not prohibit the installation and construction of "sport courts" on any Lot so long as the design, location, and screening has been approved in advance by the Master Architectural Control Committee.

ARTICLE III

THE ASSOCIATION

3.01. Organization. The Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, Declarant shall be under no obligation to administer, finance, or cause the creation of the Association.

3.02. Membership.

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership. Membership in the Association may not be severed from the ownership of a Lot, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said Lot.
- (b) Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Member's Lot, subject to the following restrictions and reservations:
 - (i) the right of the Association to suspend the Member's voting right and right to use the Common Area for any period during which any Assessment against such Member's Lot(s) remains past due, and for any period during which a Member is in violation of the Association Restrictions;
 - (ii) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility on such conditions as may be agreed to by the Members;
 - (iii) the right of the Association to borrow money for the purpose of improving or maintaining the Common Area and, in aid thereof, to mortgage said Common Area;
 - (iv) the right of the Association to make reasonable rules and regulations regarding the use of the Common Area and facilities located thereon by the Members and other persons entitled to such use; and
 - (v) the right of the Association to contract for services with third parties on such terms as the Association may determine to be in the best interest of the Association.

3.03. Voting Rights. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Lot shall have one (1) vote for each lot so owned. In no event, except as set forth in Section 3.03(c) below, shall any Lot be entitled to more than one (1) vote; provided, however, that in the event of the resubdivision of any Lot into

two or more Lots, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of the Association Restrictions, unless the same is approved by the appropriate governmental entity in accordance with the requirements of Chapter 212 of the Texas Local Government Code then in effect (or its successor statute), and duly recorded in the Real Property Records of Travis County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing herein shall be construed as authorization for any resubdivision or consolidation of Lots; such actions are subject to and require the prior approval of the Master Architectural Committee pursuant to other provisions of this Declaration.

- (b) In addition to the votes to which Developer is entitled by reason of Section 3.03(a), for every one (1) vote outstanding in favor of any other person or entity, Developer shall have four (4) additional votes until such time as Developer no longer owns any of the Lots.
- (c) The right of any Owner to vote may be suspended by the Association, acting through the Board, for any period during which any Assessment against such Owner's Lot(s) remains past due, for any period during which such Owner or such Owner's Lot(s) is in violation of the Association Restrictions.

3.04. Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

- (a) Association Property.
 - (1) Ownership and Control. To accept, own, operate, and maintain all Common Area, together with all improvements of whatever kind and for whatever purpose that may be located in said Common Area, and all sidewalks, pathways and private driveways and streets located within the Property.
 - (2) Repair and Maintenance. To maintain in good repair and condition the Common Area and all lands, Improvements, security devices, and other property owned by or leased to the Association, including, without limitation, all sidewalks, pathways, private streets, driveways and fences located within the Property.
 - (3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Area to the extent that such taxes and assessment are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.
- (c) Rules and Bylaws. To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the Bylaws and such Association Rules not in conflict

with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Common Area. In the event of any conflict between the terms and provisions of the Articles, Bylaws, or any other Association Rules with this Declaration, the terms and provisions of this Declaration are intended to, and shall be controlling.

- (d) Records. To keep books and records of the Association's affairs and to make such books and records, together with current copies of the Association Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (e) Other. To carry out and enforce all duties of the Association set forth in the Association Restrictions.

3.05. Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Articles and the Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) Assessments. To levy assessments as provided herein.
- (b) Right of Entry and Enforcement. To enter at any time in an emergency without notice, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner or any other person or entity, upon any Lot or into any Improvement thereon, or to enter at any time without notice onto any Common Area, for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Association Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be deemed a special Assessment against such Lot, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Association Restrictions. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area or Association Property in enforcing the Association Restrictions before judicial proceedings are instituted by the Association or the written consent of the Owner(s) of the affect Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Association, 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 3.05(b) (including any cost, loss, damage, expense, liability, claim

or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

- (c) Conveyances. To grant and convey to any person or entity any real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:

- (1) Roads, streets, walks, street lights, driveways, parking lots, trails, paths and fences;
- (2) Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- (3) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or
- (4) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use or occupancy of any improvement or other facility in any way that would violate applicable use and occupancy restrictions imposed thereon by the Association Restrictions, or by any governmental authority.

- (d) Manager. To retain and pay for the services of a Manager to manage and operate the Association, including the Association Property, to the extent deemed advisable by the Board; provided, however, that the Board will have no power to discharge, limit the authority of or interfere with the exercise of functions by, a Manager for the Property appointed pursuant to the Master Declaration. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (f) Common Area Services. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of the Common Area, including, but not limited to, any recreational facilities; to maintain and repair any recreational facilities, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, paths, trails, fences, ponds, lakes located within or upon the Common Area, and to maintain and repair other portions of the Common Area.
- (g) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or Assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Association Restrictions.

- (h) Construction on Association Property. To construct new Improvements on or additions to Association Property, subject to the approval of the Architectural Committee.
- (i) Contracts: Property Ownership. To enter into contracts with Declarant and with other persons or entities on such terms and provisions as the Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.
- (j) Security Services. To provide for and construct and maintain facilities for the provision of security regarding the Property.

3.06. Indemnification. To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Association would have the power to indemnify such person against such liability hereunder or otherwise.

ARTICLE IV

INSURANCE AND CONDEMNATION

4.01. Insurance. Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

✓
4.02. Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) after the occurrence of such damage, the Master Association or the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Master Association or the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Master Association or the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Master Association or the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall be secured by the liens reserved in the Master Declaration or the Declaration for Assessments and may be collected by any means provided in the Master Declaration or Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association, the Association and their 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 Master Association's or the Association's acts or activities under this Section 4.02, except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

4.03. Condemnation. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for a taking are determined, the damages or awards shall be divided uniformly with equal shares being allocated to each Lot, and thereafter such equal shares shall be paid to the account of each Owner and Mortgagee as their interests may appear, as disclosed to the Association in writing.

4.04. Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Master Association or the Association pursuant to the rights granted under this Article IV, hereby grants to the Master Association or the Association, as the case may be, an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Master Association or the Association. Upon request by the Board or the Master Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Master Association or the Association.

ARTICLE V

ARCHITECTURAL GUIDELINES

5.01. Compliance with Design and Architectural Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property shall strictly comply with the requirements of the Declaration and the Architectural Guidelines, unless a variance is obtained pursuant to Section 5.03.

5.02. Consolidated Plans and Specifications. Notwithstanding any provision in this Declaration, the Master Declaration, or the Architectural Guidelines to the contrary, Developer may submit consolidated plans and specifications (the "Consolidated Plans and Specifications") for any Improvement to be located upon a Lot owned by the Developer to the Master Architectural Control Committee for final approval, without the necessity of submitting to a Pre-Design Meeting or Preliminary Design Review, as such terms are defined in the Architectural Guidelines, provided the Consolidated Plans and Specifications otherwise comply with the Declaration and the Architectural Guidelines (unless a variance is obtained pursuant to Section 5.03). Upon receipt by the Master Architectural Control Committee of the Consolidated Plans and Specifications, or any other submission required by the Architectural Guidelines, the Master Architectural Control Committee shall have fifteen (15) days in which to review such Consolidated Plans and Specifications or other submissions. The Consolidated Plans and Specifications or other submissions will be approved by the Master Architectural Control Committee if the Consolidated Plans and Specifications or other submissions comply with this Declaration and the Architectural Guidelines. In the event the Master Architectural Control Committee fails to issue its written response within fifteen (15) days of receipt of the Consolidated Plans and Specifications or other submissions the Master Architectural Control Committee's approval shall be deemed to have been granted without further action.

5.03. Variances. The Master Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration or the Architectural Guidelines or when, in the opinion of the Master Architectural Control Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Property, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Master Architectural Control Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Architectural Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this or Architectural Guidelines for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

ARTICLE VI

COVENANT FOR ASSESSMENTS

6.01. Assessments. Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Association: (i) Assessments or charges (as specified in Section 6.03 and 6.03A hereof); (ii) Special Assessments (as specified in Section 6.04 hereof); and (iii) late charges (as specified in Section 6.06 hereof). All of such Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments provided for under this Article VI shall be in addition to the assessments levied pursuant to the Master Declaration. Notwithstanding any provision in this Declaration to the contrary, Assessments authorized by this Declaration shall not be assessed against any Lot within the Property until such time as the Developer conveys such Lot to a third party who intends, at any time and from time to time, to reside thereon.

6.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Property or any part thereof, including, without limitation, Common Area, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws.

6.03. Establishing Assessments. Each fiscal year, the Board shall estimate the expenses to be incurred by the Association during each year in performing its functions with respect to the Property, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and as between the Lots within the Property, the amount of the Assessments levied against each Lot shall be equal and uniform. The level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable by each Owner to the Association during the fiscal year in equal monthly, quarterly, semi-annual, annual, or other periodic installments, as the Board determines in its sole discretion, on or before the first day of the applicable period.

6.03A. Assessment for Security. Each Owner of a Lot may be assessed a Security Assessment by the Master Association or the Association for maintenance and operation of the security gates and related security facilities located on the Property. The amount of the Security Assessment shall be determined by the Board or Master Board and assessed, billed, collected, secured, administered and payable in the same manner as other assessments under this Article VI or the Master Declaration.

6.04. Special Assessments. In addition to the Assessments authorized by Section 6.03 hereof, the Association may, by vote of its Members as set out in Section 6.04A hereof, levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located upon any of the Common Area, or any portion of the Property owned by the Association, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefitting the Association.

6.04A. Vote Required for Special Assessment. Special Assessments levied against the Owner(s) of a particular Lot to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative Special Assessments. Special Assessments to be levied against all Owners as authorized by Section 6.04 hereof must be approved by a majority of the total votes of the membership of the Association determined in accordance with Section 3.03 of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

6.05. Due Date of Assessments. The first Assessment shall become due and payable on each Lot in accordance with the periodic payment schedule established by the Board in accordance with Section 6.03. The due date of any Special Assessment hereunder shall be fixed in the resolution authorizing such Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such Special Assessment. Payments shall be considered delinquent if not paid within five (5) days after their due date.

6.06. Late Charges. If any Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate the Board may designate from time to time, and such late charge (and any reasonable handling costs therefor) shall be a charge upon the Lots owned by the said Owner to which the Assessment relates, collectible in the same manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

6.07. Owner's Personal Obligation for Payment of Assessments. The Assessments and late charges provided for herein shall be the personal and individual debt of each Owner. No diminution or abatement of Assessments shall be allowed for inconveniences arising from the making of repairs or improvements to the Common Area or any Lot, and no Owner may exempt himself from liability for such Assessments and charges through non-use of such Owner's Lot or otherwise.

6.08. Assessment Lien and Foreclosure. All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Assessment lien and shall constitute a charge on or against the Lot covered by such Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner. An express lien on each Lot is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvements of the Lot in question, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. Each Owner, by accepting a deed to a Lot subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting Owner's Lot by the Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, William H. Armstrong, III of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under the Association Restrictions, including the rights of the Association to institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Lot, the Association shall report to said Mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien Mortgage, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Lot Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association.

6.09. **Exemptions.** Notwithstanding any provision herein to the contrary, all Common Area and Master Common Area shall be exempt from the payment of any Assessment levied by the Association, regular or special.

6.10. **Restrictive Covenant and Assessment for Section 10(a) Permit.** The assessments provided for in this Article VI above are in addition to the assessment which must be paid by each Owner pursuant to that certain Restrictive Covenant [10(a) Restriction; BARTON CREEK NORTH RIM] recorded in the Real Property Records of Travis County, Texas. ✓

ARTICLE VII

MORTGAGE PROTECTION

7.01. **Notice to Association.** An Owner who mortgages such Owner's Lot and any residence or structure thereon shall notify the Board, giving the name and address of such Owner's Mortgagee. The Board may, at its election, maintain such information in a book entitled "Mortgagees of Owners."

7.02. **Examination of Books.** The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours upon one business day's notice (not less than 24 hours).

7.03. **Taxes, Assessments and Charges.** All taxes, assessments and charges which may become liens prior to first lien mortgages under local law shall relate only to the individual Lots and not to the Property as a whole.

ARTICLE VIII

GENERAL PROVISIONS

8.01. **Duration.** This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Real Property Records of Travis County, Texas, and continuing through and including January 1, 2026, after which time this Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Real Property Records of Travis County, Texas.

8.02. **Amendment.** This Declaration may be amended or terminated by the recording in the Real Property Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) the President and Secretary of the Association certifying that such amendment has been approved by either (a) the Declarant, or (b) Members of the Association entitled to cast at least seventy percent (70%) of the number of votes of the Association and the Declarant.

8.03. **Roadway, Utility and General Fence Easements.** Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, constructed, erected, and maintained in and on any streets maintained by the Association or areas conveyed to the Association or reserved as Common Area or Master Common Area, roadways, sewer lines, water lines, cable television and other communication

lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground and fences common to the entire Property, with the right of access to the same at any time for the purposes of repair and maintenance.

8.04. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

8.05. Interpretation. The provision of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

8.06. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements upon Lots within the Property, so long as such construction is pursuant to proper approval of the Master Architectural Control Committee.

8.07. Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

8.08. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

8.09. Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, the Master Association and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association or Master Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof. ✓
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Master Association or the Association. ✓
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. ✓

- (d) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions. ✓

8.10. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

EXECUTED to be effective the 26th day of June, 1996.

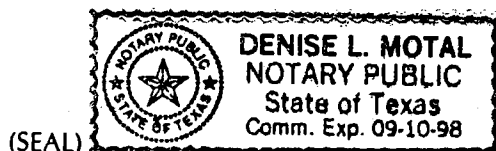
DECLARANT:

FM PROPERTIES OPERATING CO., a Delaware general partnership

By: [Signature]
William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26th day of June, 1996, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.



[Signature: Denise L. Motal]
Notary Public Signature

AFTER RECORDING, RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701-3288

EXHIBIT "A"

JUNE 20, 1996 JOB NO. 67000.901 FIELD NOTE NO. 67000-24
CLIENT NO. 60463 CLIENT NAME: FM PROPERTIES OPERATING CO.
PROJECT NAME: NORTH RIM 60.613 ACRES - C.O.A. GRID C-25

FIELD NOTES

A DESCRIPTION OF 60.613 ACRES OF LAND SITUATED IN THE JAMES M. TRIBBLE SURVEY NO. 418 AND THE DRURY H. MINOR SURVEY NO. 416, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN PROPERTY DESIGNATED AS PARCEL A CONVEYED TO FM PROPERTIES OPERATING CO. BY DEED RECORDED IN VOLUME 11706, PAGE 590 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 60.613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found on the north right-of-way (R.O.W.) line of Barton Creek Boulevard, an eighty foot wide R.O.W. dedicated by plat recorded in Volume 85, Page 119A through 120B of the Plat Records of said county, being a southerly corner of that certain 17.516 acre tract of land designated as Parcel H, conveyed to FM Properties Operating Co. by said deed recorded in Volume 11706, Page 590 of the said Real Property Records;

THENCE along the said north R.O.W. line, the following seven (7) courses:

1. a distance of 285.35 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 30°16'37" and whose chord bears S 65°55'59" W, 282.04 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
2. S 50°46'16" W, 690.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature,
3. a distance of 225.96 feet along the arc of a curve to the right whose radius is 738.95 feet, central angle is 17°31'13" and whose chord bears S 59°31'53" W, 225.08 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of tangency;
4. S 68°17'30" W, 683.57 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature;
5. a distance of 553.71 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 58°45'00" and whose chord bears S 38°55'00" W, 529.77 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of tangency;

6. S 09°32'30" W, 255.87 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature, and
7. a distance of 128.69 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 13°39'16" and whose chord bears S 02°42'51" W, 128.39 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for the southeast corner of the herein described 60.613 acres;

THENCE, departing said north R.O.W. line, crossing said Parcel A, the following twenty four (24) courses:

1. N 84°46'34" W, 56.25 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
2. N 24°56'59" W, 421.98 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
3. N 77°16'08" W, 211.91 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a corner in the easterly line of Barton Creek ABC Midsection, a proposed subdivision of said Parcel A,
4. N 04°28'24" W, continuing to cross said Parcel A along the said easterly line, 211.54 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
5. N 64°14'21" W, 187.98 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
6. N 30°27'20" W, 290.02 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
7. N 48°06'17" E, 49.72 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
8. N 00°16'23" W, 476.78 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
9. N 44°52'20" W, 164.91 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
10. S 32°49'40" W, 84.51 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
11. S 64°00'55" W, 70.24 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
12. N 90°00'00" W, 67.82 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,

13. N 65°03'00" W, 61.90 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
14. N 39°06'22" W, 72.30 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
15. N 23°13'12" W, 189.38 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
16. N 18°39'56" W, 196.26 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
17. N 06°24'25" W, 267.63 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
18. N 00°23'49" W, 70.11 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
19. N 22°13'12" E, departing said easterly line, 222.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
20. N 43°08'57" E, 159.38 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
21. N 65°13'50" E, 42.68 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
22. N 82°02'06" E, 60.84 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
23. S 87°30'29" E, 62.56 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set, and
24. N 83°57'03" E, 295.09 feet to a point in the centerline of Barton Creek being on a southwest line of Barton Valley, a subdivision whose plat is recorded in Volume 69, Page 3 of the said Plat Records;

THENCE along the centerline of Barton Creek, being the southerly lines of said Barton Valley and Fortune Valley, a subdivision whose plat is recorded in Volume 69, Page 4 of the said Plat Records, the following eleven (11) courses:

1. S 04°09'48" E, 196.04 feet to a point,
2. S 30°29'48" E, 301.83 feet to a point,
3. S 28°42'48" E, 299.93 feet to a point,
4. S 31°22'48" E, 301.45 feet to a point,
5. S 32°53'48" E, 131.38 feet to a point,

6. S 47°07'48" E, 216.62 feet to a point,
7. S 67°47'48" E, 111.15 feet to a point,
8. S 82°24'48" E, 230.36 feet to a point,
9. N 73°37'12" E, 334.47 feet to a point,
10. N 59°06'11" E, 293.06 feet to a point, and
11. N 43°51'11" E, 179.79 feet to a point,

THENCE, departing the said centerline of Barton Creek, being a southerly line of said Fortunes Valley, crossing said Parcel A S 77°33'05" E, 224.47 feet pass a 60d nail found for the southwest corner of said 17.516 acre tract, in all, a distance of 347.63 feet along the southerly line of said 17.516 acre tract to a 60d nail found for a corner;

THENCE, continuing along southerly lines of said 17.516 acre tract, the following two (2) courses:

1. N 78°43'27" E, 591.63 feet to an 80d nail found, and
2. S 09°53'59" E, 55.67 feet to the POINT OF BEGINNING containing 60.613 acres of land more or less.

STATE OF TEXAS:

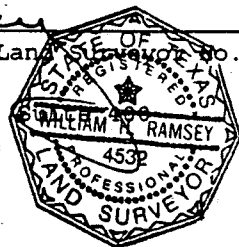
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That I, William H. Ramsey, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT AUSTIN, Travis County, Texas, this the 20th day of June, 1996 A.D.

William H. Ramsey
 Registered Professional Land Surveyor No. 4532
 Rust Lichtler/Jameson
 811 Barton Springs Road,
 Austin, Texas 78704-1164



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

12717-2053

FILED

96 JUN 27 PM 4:22

CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUN 27 1996



COUNTY CLERK

TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12717 2054

RECEIPT#: A00037299 TRANS#: A3359 DEPT: REGULAR RECORD \$61.00
CASHIER: BATHY FILE DATE: 6/27/96 TRANS DATE: 6/28/96
PRI: FRI CHECK: 5250



5

**THIRD AMENDMENT TO DEVELOPMENT AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK NORTH RIM**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Third Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "Second Amendment") is made by North Rim Community, Inc., a Texas non-profit corporation (the "Association"), as duly authorized by a vote of its members, and is as follows:

RECITALS:

A. FM Properties Operating Co., a Delaware general partnership (the "Declarant"), recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which related to certain real property (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in Volume 12717, Page 2021, of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707 of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. Declarant recorded that certain Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated July 18, 1997 recorded in Volume 12980, Page 2243 of the Real Property Records of Travis County, Texas (the "First Amendment").

D. Declarant recorded that certain document which was inadvertently incorrectly titled First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, February 11, 1998 recorded in Volume 13118, Page 192 of the Real Property Records of Travis County, Texas (the "Second Amendment").

E. Pursuant to Section 8.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by no less than seventy percent (70%) of the members of the Association entitled to vote.

F. The Members of the Association have expressed a desire to enact a regime whereby Owners of Lots numbered 9 through 18 (the "North Owners") of the Property can act independent of the Owners of Lots numbered 1 through 8 (the "South Owners"), so long as neither group detrimentally affects the rights of the other.

NOW, THEREFORE, the Association hereby declares and certified and hereby amends and modifies the Declaration, by and through the undersigned duly appointed and authorized officers, as follows:

1. The following is added to the end of Article VI, Section 6.03:

Notwithstanding the foregoing, nothing contained herein shall prohibit a Special Area Assessment, as defined in 6.04B below, from being approved or otherwise prohibit the North Owners or the South Owners from approving and levying a Special Area Assessment as described therein that is not equal and uniform throughout the entire Association. It is expressly recognized herein that North Owners and South Owners can approve Assessments for themselves respectively that will greatly differ from the other.

2. The following is added to the end of Article VI, Section 6.04A:

Notwithstanding the foregoing, nothing contained herein shall prohibit a Special Area Assessment, as defined in 6.04B below, from being approved by only a majority of the Special Area, as defined in 6.04B below. Special Area Assessments are expressly not required to be approved by a majority of Owners as defined herein.

3. The following section is inserted after Article VI, Section 6.04A:

6.04B. Special Area Assessments. "North Owners" are defined as the Owners of Lots numbered nine (9) through eighteen (18), as shown on the map or plat recorded in the Plat Records of Travis County, Texas. "South Owners" are defined as Owners of Lots numbered one (1) through eight (8), as shown on the map or plat recorded in the Plat Records of Travis County, Texas. The North Owners and the South Owners are each henceforth known as "Special Areas". In the event that the Board of Directors of the Association identifies an anticipated cost that reasonably benefits or improves the real property of only one Special Area ("Special Area Project"), it shall, upon a majority vote of the Board of Directors, submit the anticipated cost proposal to the Special Area Committee, which shall consist of one (1) Owner from the North Owners and one (1) owner of the South Owners, who shall be appointed for one (1) year terms by the Board of Directors. In the event no Special Area Committee members have been appointed, the Board of Directors shall serve as the same. The Special Area Committee, within thirty (30) days of being notified by the Board of Directors of such Special Area Project, shall prepare an accurate description of the same which

shall then be mailed by regular, first-class mail to the last known address of all Owners. The Board of Directors shall then call a Special Meeting of the Owners for the express purpose of approving the identified Special Area Project as a "Designated Special Area Project." If a majority of Owners authorized by this Declaration vote to approve the identified project as a Designated Special Area Project and thus designate the project as a "North Special Area Project" or a "South Special Area Project", then seventy percent (70%) of the total votes of the Owners in the Special Area defined herein and identified in the Designated Special Area Project designation shall be required to approve any "Special Area Assessment", defined as an assessment levied against only North Owners or South Owners. After such approval, a Special Area Assessment shall be added to the account ledger for each Owner in the Special Area to which the Special Area Assessment applies. After the approval of any Special Area Assessment, such assessment shall be valid, binding, and enforceable against the Owner assessed as any other assessment described or defined in Article VI herein. In no event shall any Special Area Project utilize funds from any reserve, working capital, or other account of the Association unless such funds have been deposited there after having been received from the Special Area Assessment associated with the specific Special Area Project for which it was assessed. It is the express intent of this Section that only funds raised through a Special Area Assessment be used for any Special Area Project. All votes taken pursuant to this Section shall be determined in accordance with Section 3.03 of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws, unless such vote affects only one Special Area, and then notice shall issue to only those Owners. To the extent this Section conflicts with Section 3.03 herein, this Section shall govern and control.

4. Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration or Master Declaration. Unless expressly amended by this Second Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective this 30 day of October, 2009.

By our signatures below, we, the president and secretary of the Association, acting in our official capacities for the Association, do hereby certify that this Third Amendment has been approved by Members of the Association entitled to cast at least seventy percent (70%) of the votes of the Association.

THE ASSOCIATION

North Rim Community, Inc.

By:

Dale J. Mischynski
Dale J. Mischynski
President

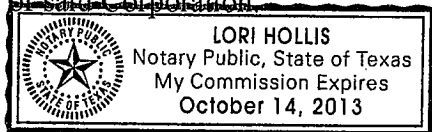
By:

Isabella C. Cunningham
Isabella C. Cunningham
Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 30, 2009, by Dale J. Mischynski, president of and for North Rim Community, Inc., a Texas Nonprofit Corporation, on behalf of said Corporation.

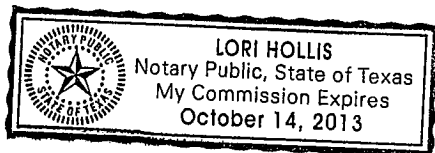


Lori Hollis
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 30, 2009, by Isabella C. Cunningham, secretary of and for North Rim Community, Inc., a Texas Nonprofit Corporation, on behalf of said Corporation.



Lori Hollis
Notary Public Signature

Return:

Slater Kennon & Jameson LLP
4807 Spicewood Springs Rd
Bldg 2, Ste 240
Austin, TX 78759

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Nov 05 10:47 AM

2009185191

DAVISD \$32.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**FOURTH AMENDMENT TO DEVELOPMENT AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK NORTH RIM**

**ORIGINAL
FILED FOR RECORD**

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

This Fourth Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "Fourth Amendment") is made by North Rim Community, Inc., a Texas nonprofit corporation (the "Association"), as duly authorized by a vote of its members, and is as follows:

RECITALS:

A. FM Properties Operating Co., a Delaware general partnership (the "Declarant"), recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which related to certain real property (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in Volume 12717, Page 2021, of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707, of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. Declarant recorded that certain Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated July 18, 1997, recorded in Volume 12980, Page 2243, of the Real Property Records of Travis County, Texas (the "First Amendment").

D. Declarant recorded that certain document which was inadvertently incorrectly titled First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated February 11, 1998, recorded in Volume 13118, Page 192, of the Real Property Records of Travis County, Texas (the "Second Amendment").

E. The Association recorded that certain Third Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated October 30, 2009, recorded under Document No. 2009185191 of the Official Public Records of Travis County, Texas (the "Third Amendment").

F. Pursuant to Section 8.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by no less than seventy percent (70%) of the Members of the Association entitled to vote.

G. The Members of the Association have expressed a desire to add vehicle restrictions to the Declaration.

NOW, THEREFORE, the Association hereby declares and certifies and hereby amends and modifies the Declaration, by and through the undersigned duly appointed and authorized officers, as follows:

1. The following new definition is added to Article I, Section 1.01:

“Driveway Access Easement” shall have the same meaning as that certain Driveway Access Easement as defined in the Restrictive Covenant and Driveway Access Easement recorded in Volume 12885, Pages 1-3, of the Official Public Records of Travis County, Texas.

2. The following new section is inserted after Article II, Section 2.27:

2.28. Vehicles.

(a) **Parking.**

- (i) Except when a driveway or motor court is temporarily blocked by workers or guests, or when visiting another resident, no vehicle owned or operated by a resident may be parked on the Driveway Access Easement at any time. No vehicle owned or operated by anyone may be parked on the Driveway Access Easement (a) overnight, (b) within fifteen feet (15') from a fire hydrant, or (c), with the exception of contractors engaged in home repair, renovation or remodeling projects, on a frequently recurring basis, multiple days per week, or for a continuous period of more than five (5) hours. An Owner who is planning a gathering such as a wedding, party or other event to which guests will be invited, shall provide all Owners with prior notice of the event. For such an event and only during the event, it is permissible for guests to park their vehicles on the Driveway Access Easement so long as the vehicles do not block or prevent safe passage of other vehicles.
- (ii) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited.

- (iii) No vehicle may be parked or unattended on the Driveway Access Easement in such a manner as to block or prevent the safe passage of other vehicles. No vehicle may be parked or unattended on the Driveway Access Easement in such a manner as to impede the passage of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).
 - (iv) No inoperable vehicle may be stored on the Property except in a closed garage. Vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.
 - (v) No trailers, recreational vehicles, golf carts, commercial vehicles, or boats or other water craft may be parked on the Property at any time, except in a closed garage.
 - (vi) All vehicles which are parked in an Owner's driveway shall be parked so the front of the vehicle faces the residence. No more than four (4) vehicles may be parked in an Owner's driveway at any one time. Owners are encouraged to utilize garage spaces for parking of vehicles to minimize the number of vehicles in the driveway.
- (b) Towing Illegally Parked Vehicles. Vehicles parked in violation of these rules may be removed and stored without notice or permission of the vehicle's owner or operator or Owner. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code (formerly article 6701 g-2). The Owner is liable for all costs of towing illegally parked vehicles of the Owner, his family, guests or tenants.
- (c) Anti-theft Alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Property for more than three (3) minutes. Any vehicle violating the three (3)-minute rule shall be deemed to be illegally parked and subject to immediate towing by the Association under the Texas towing statutes, without prior notice to the vehicle owner or operator. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

- (d) Speed Limit. Because of narrow streets and limited sight distances, the speed limit for operation of all motor vehicles in North Rim is 15 mph.
- (e) Gate Access. Anyone who wishes to have gates left open for an open house, party or other gathering should contact the Association's Management Company. Requests must be made Monday through Friday between 9:00 a.m. and 4:00 p.m. at least two (2) business days, but not more than seven (7) business days, before the event. For example, for a party on Saturday, Sunday or Monday, requests must be made no later than 4:00 p.m. the previous Thursday.

In the event a 24-hour gate code is compromised by posting outside the gate, including at the gate call box (a rule violation which will result in a \$50.00 fine) or by providing it to workers or other third parties, the code will be canceled or, at the option of the owner, converted to a limited access daytime worker code.

The cost of gate programming for special events, for new codes, when required because a code is compromised, or for new residents at the time of purchase or lease will be \$25.00 per occasion. This charge is in addition to the fine for posting outside the gate.

- 3. Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration or Master Declaration. Unless expressly amended by this Fourth Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective upon recording in the Official Public Records of Travis County, Texas.

By our signatures below, we, the President and Secretary of the Association, acting in our official capacities for the Association, do hereby certify that this Fourth Amendment has been approved by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the Association in accordance with Section 209.0041, Texas Property Code, and has been approved by Members of the Association entitled to cast at least seventy percent (70%) of the votes of the Association in accordance with Section 8.02 of the Declaration. No governmental approval is required.

[Signatures to follow.]

THE ASSOCIATION:

North Rim Community, Inc.

By: *Dale J. Mischynski*
Name: Dale J. Mischynski
President

By: *Isabella Cunningham*
Name: Isabella Cunningham
Secretary

ACKNOWLEDGMENTS

THE STATE OF TEXAS

§

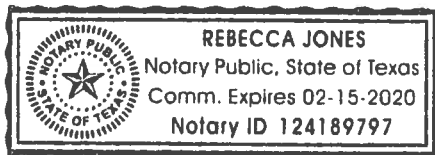
COUNTY OF TRAVIS

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This instrument was acknowledged before me on May 9, 2016, by Dale J. Mischynski, President of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



Rebecca Jones
Notary Public Signature

THE STATE OF TEXAS

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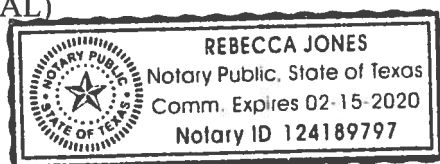
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on May 9, 2016, by Isabella Cunningham, Secretary of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



Rebecca Jones
Notary Public Signature

AFTER RECORDING RETURN TO:

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 10, 2016 02:50 PM

2016072360

MORALES: \$46.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

**FIFTH AMENDMENT TO DEVELOPMENT AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK NORTH RIM**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Fifth Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim (the "Fifth Amendment") is made by North Rim Community, Inc., a Texas nonprofit corporation (the "Association"), as duly authorized by a vote of its members, and is as follows:

RECITALS:

- A. FM Properties Operating Co., a Delaware general partnership (the "Declarant"), recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 12717, Page 2028 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which related to certain real property (the "Property").
- B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated June 26, 1996, recorded in Volume 12717, Page 2021, of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707, of the Real Property Records of Travis County, Texas (the "Master Declaration").
- C. Declarant recorded that certain Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated July 18, 1997, recorded in Volume 12980, Page 2243, of the Real Property Records of Travis County, Texas (the "First Amendment").
- D. Declarant recorded that certain document which was inadvertently incorrectly titled First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated February 11, 1998, recorded in Volume 13118, Page 192, of the Real Property Records of Travis County, Texas (the "Second Amendment").
- E. The Association recorded that certain Third Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated October 30, 2009, recorded under Document No. 2009185191 of the Official Public Records of Travis County, Texas (the "Third Amendment").
- F. The Association recorded that certain Fourth Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated May

10, 2016, recorded under Document No. 2016072360 of the Official Public Records of Travis County, Texas (the "Fourth Amendment").

G. Pursuant to Article VIII, Section 8.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the Members of the Association entitled to cast at least seventy percent (70%) of the number of votes of the Association; and, superseding that, pursuant to Section 209.0041(h) of the Texas Property Code, the Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration.

H. The Members of the Association have approved the below amendments to the Declaration.

NOW, THEREFORE, the Association hereby declares and certifies and hereby amends and modifies the Declaration, by and through the undersigned duly appointed and authorized officers, as follows:

1. The definition of "Common Area" in Article I, Section 1.01 is hereby amended to read as follows:

"Common Area" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, leased by, or granted easements over to the Association or for the benefit of the Owners in common, as determined by the Board in its sole discretion, including, without limitation, all private streets and easements for landscape, drainage, irrigation, fencing, walls, entry gates, or related purposes. Common Area shall include the Driveway Access Easement. The Common Area may be owned by the Association, but held for the use and enjoyment of the Owners.

2. Article III, Section 3.04(c) of the Declaration shall be deleted in its entirety and replaced with the following language:

(c) Rules and Bylaws. To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the Bylaws and such Association Rules not in conflict with this Declaration, as it deems proper, covering nay and all aspects of its functions, including, without limitation, the use and occupancy of the Property. In the event of any conflict between the terms and provisions of the Articles, Bylaws, or Association Rules with this Declaration, the terms and provisions of this Declaration are intended to, and shall be controlling.

3. Article II, Section 2.09 of the Declaration shall be amended to read as follows:

2.09 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located, except for the period from 6:00 p.m. on the day before trash pick-up day to 8:00 p.m. on the day of trash pick-up.

4. Article II, Section 2.18 of the Declaration shall be deleted in its entirety and replaced with the following language:

2.18 Unsightly Articles. No article deemed to be unsightly by the Master Architectural Control Committee or the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Property other than the Lot on which such areas, piles, and facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from any portion of the Property other than the Lot on which such materials are properly located.

5. Article II, Section 2.20 "Travel Trailers and Recreational Vehicles," of the Declaration shall be deleted in its entirety.

6. Article II, Section 2.28 of the Declaration as added by the **FOURTH AMENDMENT TO DEVELOPMENT AREA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARTON CREEK NORTH RIM** is hereby deleted in its entirety and replaced with the following Article II, Section 2.28:

2.28. Vehicles.

(a) **Permitted and Prohibited Vehicles.** All vehicles brought onto or kept within the Property must be operable, not dilapidated, and must display a current license tag and inspection sticker. **"Permitted Vehicles"** shall include passenger automobiles, sport utility vehicles, motorcycles, motorized bikes, electric scooters, passenger trucks, and small vans. **"Prohibited Vehicles"** shall include, without limitation, recreational vehicles, travel trailers, trailers, graders, commercial vehicles, aircraft, pickup trucks larger than $\frac{3}{4}$ ton, boats, golf carts, panel trucks, flat trucks, vans capable of seating more than ten passengers, tow trucks, tractors, semi-trailers, campers, wagons, buses, machinery, garden maintenance equipment, inoperable, dilapidated, and unlicensed vehicles.

(b) **Temporary Parking of Prohibited Vehicles.** Prohibited Vehicles may not be parked on the Property where they are visible from any other portion of the Property at any time except for the following:

(i) Recreational Vehicles, campers, or travel trailers may be parked on the Driveway Access Easement in front of the vehicle owner's Lot (but not in front of any other Lot) or on the vehicle owner's Lot for up to a total of two (2) hours during any thirty (30) day period.

(ii) Prohibited Vehicles belonging to service providers may be parked on the Driveway Access Easement in front of the Lot being serviced (but not in front of any other Lot) or on a Lot for so long as the service provider is actively performing services on a Lot, but in no event, other than to allow emergency repairs to be made on a Lot, between the hours of 7:00 p.m. and 7:00 a.m., on Sundays, or otherwise in violation of the Declaration.

(c) **Parking on Lots.**

(i) Garages may not be used for storage (other than ordinary household storage incidental to residential use) or living purposes, and must be maintained in a manner to accommodate the number of vehicles for which they were designed. Owners are encouraged to utilize garage parking spaces for parking of vehicles to minimize the number of vehicles in the driveway. Garage doors

shall be kept closed other than when opened for vehicular ingress and egress.

(ii) Only Permitted Vehicles may be parked on Lots except that Prohibited Vehicles may be parked within garages so as to be entirely concealed from view when the door is closed.

(iii) Vehicles may be parked only on driveways, and may not be parked on grass, dirt, landscaped areas, walkways, or sidewalks.

(iv) All vehicles parked in driveways shall be parked "head in" so that the front of the vehicle faces the residence.

(v) During the hours of 8:00 a.m. to 10:00 p.m. no more than three (3) vehicles may be parked in an Owner's driveway at any given time. During the hours of 10:00 p.m. to 8:00 a.m. no more than one (1) vehicle may be parked in an Owner's driveway at any given time.

(d) Parking on Driveway Access Easement.

(i) General Restrictions. Except as otherwise specifically allowed by the Declaration, no vehicle may be parked on the Driveway Access Easement:

- (1) between the hours of 10:00 p.m. and 8:00 a.m.;
- (2) within fifteen feet (15') of a fire hydrant;
- (3) in a manner which blocks or prevents the safe passage of other vehicles, including, without limitation, emergency vehicles or trash trucks;
- (4) where the curb has been painted red at the direction of the Board, which shall have the absolute right and discretion to determine which curbs in the Driveway Access Easement shall be painted red to indicate no parking at any time; or
- (5) for more than two (2) hours per twenty-four (24) hour period.

(ii) Owners. Owners may not park their vehicles on the Driveway Access Easement at any time except when the Owner's driveway is temporarily blocked by guests or invitees, or when visiting another resident within the Property.

(iii) Guests and Invitees.

(1) Service Providers. Up to two (2) vehicles per Lot belonging to service providers actively engaged in home repair, renovation, or remodeling projects may be parked on the Driveway Access Easement for so long as the repair, renovation, or remodeling reasonably continues.

(2) Large Event Guests. An Owner who is planning a gathering such as a wedding, party, or other event to which guests will be invited, shall provide all Owners with prior notice of the event. Notwithstanding the preceding restrictions on parking on the Driveway Access Easement, for such an event and only during the event, it is permissible for guests to park their vehicles on the Driveway Access Easement in a manner that does not block or prevent safe passage of other vehicles.

(e) No Parking Areas. Owners, Occupants and/or their guests are not permitted to park within fifteen feet (15') of fire hydrants, or in front of postal boxes, entrances to driveways, or in any manner that blocks the flow of traffic or interferes with another Owner's access to his or her Lot.

(f) Repairs. No repair, restoration, or maintenance work on vehicles shall be carried out within the Property except for emergency repairs necessary in order to facilitate moving a vehicle off of the Property, or repair or maintenance work done entirely within an enclosed garage which does not otherwise create a nuisance or hazard by noise, odors, or the use of hazardous materials.

(g) Anti-Theft Alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns

to go off and disturb other persons in the Property for more than three (3) minutes. Any vehicle violating the three (3)-minute rule shall be deemed to be illegally parked and subject to immediate towing by the Association under the Texas towing statutes, without prior notice to the vehicle owner or operator. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

(h) Speed Limit. Because of narrow streets and limited sight distances, the speed limit for operation of all vehicles on the Property is 15 MPH.

(i) Gate Access. An Owner who wishes to have gates left open for an open house, party, or other gathering should contact the Association's management company to make a request. Requests must be made Monday through Friday between 9:00 a.m. and 4:00 p.m., at least two (2) business days, but not more than seven (7) business days, before the event. For example, for a party on Saturday, Sunday, or Monday, requests must be made no later than 4:00 p.m. the previous Thursday.

Owners shall not provide gate access codes by posting them or providing them to invitees except as provided herein. Limited access daytime invitee codes and 24-hour housekeeper and employee codes are available to be programmed at an Owner's request.

(j) Enforcement.

(i) Towing Illegally Parked Vehicles. Any Vehicle parked in the Driveway Access Easement in violation of this Declaration may be removed and stored without notice or permission of the vehicle's owner or operator or Owner. Notice and removal shall be in accordance with Chapter 2308 of the Texas Occupations Code. The Owner shall be liable for all costs of towing illegally parked vehicles of the Owner, his family, guests, tenants and contractors.

7. Article VIII, Section 8.09 is hereby amended in its entirety to read:

8.09. Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, the Master Association and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association or Master Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.

(b) The Board may levy reasonable fines, as an Assessment, against an Owner and the Owner's Lot if the Owner or occupant, or their respective family members, guests, employees, agents, invitees, or contractors violate a provision of the Bylaws, Association Rules, or Declaration. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owner's obligations under the Bylaws, Association Rules, or Declaration.

In addition to fines, the Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities located thereon by the Owner or occupant, or their respective family members, guests, employees, agents, invitees, or contractors. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, and all costs of collection, including attorneys' fees, secured by the lien granted to the Association pursuant to Article VI, Section 6.08 of this Declaration. The fine and/or damage charge shall be considered an Assessment and shall be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to Article VI of the Declaration. Unless otherwise specified in the Declaration, fines shall be \$100 for the first violation, \$200 for the second violation, \$300 for the third violation and \$500 for the fourth and all subsequent violations occurring within the same six-month period following notice to the Owner of such violation. Prior to assessing a fine, notice shall be sent to the Owner in compliance with the applicable provisions of Chapter 209 of the Texas Property Code in effect as of the date of the violation.

(c) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any

Owner of a Lot (at such Owner's own expense), Declarant, the Master Association or the Association.

(d) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(e) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

Any capitalized items used and not otherwise defined herein shall have the meanings set forth in the Declaration or Master Declaration. Unless expressly amended by this Fifth Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective upon recording in the Official Public Records of Travis County, Texas.

By our signatures below, we, the President and Secretary of the Association, acting in our official capacities for the Association, do hereby certify that this Fifth Amendment has been approved by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the Association in accordance with Section 209.0041 of the Texas Property Code, and has been approved by Members of the Association entitled to cast at least seventy percent (70%) of the votes of the Association in accordance with Section 8.02 of the Declaration. No governmental approval is required.

THE ASSOCIATION:

North Rim Community, Inc.

By:


Dale I. Mischynski
President

By:


Isabella Cunningham

Secretary

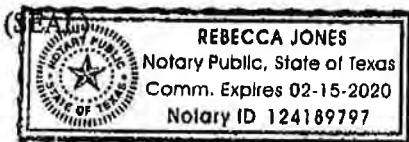
ACKNOWLEDGMENTS

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on June 26, 2019, by Dale J. Mischynski, President of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.



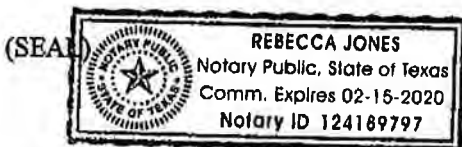
Rebecca Jones
Notary Public Signature

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on June 26, 2019, by Isabella Cunningham, Secretary of and for North Rim Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Rebecca Jones
Notary Public Signature

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger, PLLC
12912 Hill Country Blvd., Ste. F-232
Austin, Texas 78738

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 27, 2019 04:00 PM Fee: \$66.00

2019095027

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

139

RESTRICTIVE COVENANT

[10(a) Restriction;

Lot 1, Block A, BARTON CREEK SECTION E, PHASE 1

FM 10000

00005340180

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Restrictive Covenant is made by FM PROPERTIES OPERATING CO., a Delaware general partnership ("FMP") and is as follows:

RECITALS

A. FMP is the owner of Lot 1, Block A, BARTON CREEK SECTION E, PHASE 1, a subdivision located in Travis County, Texas, according to the map or plat (the "Plat") recorded in Book 98, Pages 194 and 195, inclusive, Plat Records of Travis County, Texas (the "Property").

B. FMP has obtained, at its sole cost and expense, a Section 10(a) Permit from the U.S. Fish and Wildlife Service which benefits, inter alia, the Property and the owner or owners of property therein by permitting development under the Endangered Species Act (the "Section 10(a) Permit"). The Property must be used and developed in compliance with the Section 10(a) Permit.

C. The Section 10(a) Permit requires certain maintenance of endangered species habitat, and FMP desires to impress upon the Property a restrictive covenant which will permit FMP to allocate a portion of the expenses required for such maintenance to the Property (the "Habitat Maintenance Expenses"), and to levy a pro-rata share of such allocation against the owner or owners of Property or Units located within the Property. "Units" shall mean and refer to the total number of residential units on any final site plan approved by Travis County covering the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. **Compliance with Section 10(a) Permit.** The Property shall be used and developed in strict compliance with the requirements of the Section 10(a) Permit. The Property shall not be used in any manner which would adversely affect the existence, validity, or good standing of the Section 10(a) Permit. No clearing or any other activity shall be conducted on the Property which violates the Section 10(a) Permit and FMP shall be entitled to take any action, legal or equitable, necessary to prevent or remedy any such violation. Any cost or expense, including legal fees, incurred by FMP in enforcing its rights pursuant to this paragraph shall promptly be reimbursed by the owner of the Property.

2. **Allocation of Section 10(a) Habitat Maintenance Expenses.** FMP, its successors, assigns, or agent, shall allocate, on an annual basis, a portion of the annual Habitat Maintenance Expenses attributable to the Property (the "Annual Allocation"). The amount of the Annual Allocation shall be determined by FMP, its successors, assigns, or agent, in its sole and absolute discretion, but in no event shall the Annual Allocation exceed ELEVEN AND 00/100 DOLLARS (\$11.00) per multi-family unit. (It is anticipated that the Property will be developed for 250 multi-family units, which would yield an aggregate Annual Levy of 250 x \$11.00, which

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

equates to \$2,750.00) The Annual Allocation may be levied against the owner or owners of the Property, or a portion of the Annual Allocation may be levied against the owner or owners of Units within the Property (collectively, the "Annual Levy"). The method of levy shall be determined by FMP, in FMP's sole and absolute discretion. A statement of Annual Levy may be mailed to the Property owner or owners, the owner or owners of a Unit, and/or to any entity or other association created for the purpose of administering the common affairs of the Unit owners (the "Association"). In the event the Annual Levy is allocated against each Unit owner, such Annual Levy shall be equal to the Annual Allocation divided by the total number of Units.

Any Annual Levy which remains unpaid thirty (30) days after the Annual Levy statement has been mailed to a Property or Unit owner at the address for such owner maintained by the Travis County Central Appraisal District and/or the Association shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum.

3. **Assessment Lien and Foreclosure.** A delinquent Annual Levy (together with interest as provided in Paragraph 1 above, and the cost of collection, including attorney's fees as provided for herein) shall become a continuing lien and charge on the Property or Unit covered by the Annual Levy, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the Property and Unit, except for only tax liens and all sums unpaid on a first mortgage lien of record, securing in either instance sums borrowed for the purchase or improvement of the Property or the Unit. To evidence the aforesaid lien, FMP, its successors, assigns, or agent may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Property or Unit covered by such lien and a description of the Property or Unit. Such notice shall be signed by an authorized representative of FMP, its successors or assigns, and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of the assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting owner's Property or Unit by FMP, its successors or assigns, in like manner as a mortgage on real property. Subsequent to the recording of a notice of assessment lien as provided above, FMP, its successors or assigns, may institute a suit against the owner personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. FMP, its successors or assigns, shall have the power to bid on the Property or Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any mortgagee, FMP, its successors, assigns, or agent shall report to said mortgagee any delinquent Annual Levy.

4. **Severability and Construction.** The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

EXECUTED to be effective on this 26th day of February, 1997 (the "Effective Date").

FMP:

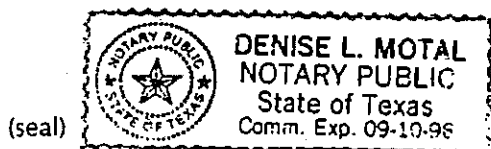
FM PROPERTIES OPERATING CO.,
a Delaware general partnership

By: [Signature]
William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 26, 1997, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.



Denise L. Motal
Notary Public Signature

AFTER RECORDING RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

FILED
97 FEB 28 PM 4:11
DANA COBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RETURN TO: P50
HERITAGE TITLE
98 SAN JACINTO BLVD. STE. 400
AUSTIN, TEXAS 78701

GF# 518909

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

FEB 23 1997



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REDEIPT#: B00066194 TRANS#: B9649 DEPT: REGULAR RECORD \$13.00
CASHIER: KHFRI FILE DATE: 2/28/97 TRANS DATE: 3/3/97
PAID BY: CHECK# 3752

21

RESTRICTIVE COVENANT
[Section 10(a)]
[The Terraces at Barton Creek]

FILM CODE
00005491177

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

This Restrictive Covenant is made by FM PROPERTIES OPERATING CO., a Delaware general partnership ("FMP") and is as follows:

RECITALS

A. FMP is the owner of approximately 23.8 acres of land located in Travis County, Texas, described on Exhibit "A", attached to and incorporated into this document (the "Property").

B. FMP has obtained, at its sole cost and expense, a Section 10(a) Permit from the U.S. Fish and Wildlife Service which benefits, inter alia, the Property and the owner or owners of property therein by permitting development without additional compliance requirements under the Endangered Species Act (the "Section 10(a) Permit"). The Property must be used and developed in compliance with the Section 10(a) Permit.

C. The Section 10(a) Permit requires certain maintenance of endangered species habitat, and FMP desires to impress upon the Property a restrictive covenant which will permit FMP to allocate a portion of the expenses required for such maintenance to the Property (the "Habitat Maintenance Expenses"), and to levy a pro-rata share of such allocation against the owner or owners of Lots located within the Property. "Lots" shall mean and refer to the total number of lots shown on the subdivision plat of the Property recorded in the Plat Records of Travis County, Texas.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. **Compliance with Section 10(a) Permit.** The Property shall be used and developed in strict compliance with the requirements of the Section 10(a) Permit. The Property shall not be used in any manner which would adversely affect the existence, validity, or good standing of the Section 10(a) Permit. No clearing or any other activity shall be conducted on the Property which violates the Section 10(a) Permit and FMP shall be entitled to take any action, legal or equitable, necessary to prevent or remedy any such violation. Any cost or expense, including legal fees, incurred by FMP in enforcing its rights pursuant to this paragraph shall promptly be reimbursed by the owner of the Property.

2. **Allocation of Section 10(a) Habitat Maintenance Expenses.** FMP, its successors, assigns, or agent, shall allocate, on an annual basis, a portion of the annual Habitat Maintenance Expenses attributable to the Property (the "Annual Allocation"). The amount of the Annual Allocation shall be determined by FMP, its successors, assigns, or agent, in its sole and absolute discretion, but in no event shall the Annual Allocation exceed the product of TWO HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$228.00) multiplied by the number of Lots within the Property. FMP, its successors, assigns, or agent, shall have the right to levy a

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

portion of the Annual Allocation against the owner or owners of Lots within the Property (the "Annual Levy"). A statement of Annual Levy may be mailed to each Lot owner, and/or to any entity or other association created for the purpose of administering the common affairs of the Lot owners (the "Association"). The Annual Levy allocable against each Lot owner shall be equal to the Annual Allocation divided by the total number of Lots.

Any Annual Levy which remains unpaid thirty (30) days after the Annual Levy statement has been mailed to a Lot owner at the address for such Lot owner maintained by the Travis County Central Appraisal District and/or the Association shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum. The first Annual Levy for each Lot shall begin to accrue on the earlier of (i) the date which is two (2) years after the date of this document; or (ii) the date construction of a residential structure is completed on such Lot.

3. **Assessment Lien and Foreclosure.** A delinquent Annual Levy (together with interest as provided in Paragraph 1 above, and the cost of collection, including attorney's fees as provided for herein) shall become a continuing lien and charge on the Lot covered by the Annual Levy allocation, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the Lot, except for only tax liens and all sums unpaid on a first mortgage lien of record, securing in either instance sums borrowed for the improvement of the Lot. To evidence the aforesaid lien, FMP, its successors, assigns, or agent may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by an authorized representative of FMP, its successors or assigns, and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of the assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting owner's Lot by FMP, its successors or assigns, in like manner as a mortgage on real property. Subsequent to the recording of a notice of assessment lien as provided above, FMP, its successors or assigns, may institute a suit against the owner personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. FMP, its successors or assigns, shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any mortgagee, FMP, its successors, assigns, or agent shall report to said mortgagee any delinquent Annual Levy allocation.

4. **Severability and Construction.** The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

EXECUTED to be effective on this 26th day of September, 1996.

FMP:

FM PROPERTIES OPERATING CO.,
a Delaware general partnership

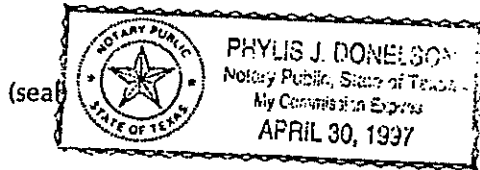
By: 

William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 26, 1996, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.



Phyllis J. Donelson
Notary Public Signature

AFTER RECORDING RETURN TO:

Kenneth N. Jones
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

DECEMBER 20, 1995 JOB NO. 67000-9017 FIELD NOTE NO. 67000-13
CLIENT NO. 60463 CLIENT NAME: FM PROPERTIES OPERATING CO. PROJECT NAME:
23.800 ACRES, BARTON CREEK, SECTION D, GRID NO. D-25

FIELD NOTES

A DESCRIPTION OF 23.800 ACRES OF LAND SITUATED IN THE ISAAC PERKINS SURVEY NO. 37, THE DRURY H. MINOR SURVEY NO. 416, AND THE B. BEBCHAM SURVEY NO. 508, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 992.199 ACRES OF LAND CONVEYED TO F.M. PROPERTIES OPERATING COMPANY BY DEED RECORDED IN VOLUME 11706, PAGE 590 OF THE REAL PROPERTY RECORDS OF SAID COUNTY AND BEING ALL OF BARTON CREEK SECTION D, AN APPROVED UNRECORDED SUBDIVISION OF SAID 992.199 ACRES, SAID 23.800 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail found for the northeast corner of Lot 1, Block A, The Estates of Barton Creek, Section Two-A, a subdivision whose plat is recorded in Volume 85, Pages 119B-120A of the Plat Records of said County, being on the southeast line of Rob Roy on the Creek, Section Three a subdivision whose plat is recorded in Volume 84, Pages 131D-132B of the said Plat Records;

THENCE along said southeast line being near the center of a draw, the following twenty (20) courses:

1. N 71°00'10" E, 154.43 feet to a 5/8 inch iron rod found,
2. N 35°34'12" E, 157.64 feet to a 60d nail found,
3. N 53°05'59" E, 129.37 feet to a 60d nail found,
4. N 66°41'19" E, 125.08 feet to a 1/2 inch iron rod found,
5. N 58°01'44" E, 165.50 feet to a 60d nail found,
6. N 22°14'03" E, 146.75 feet to a 60d nail found,
7. N 56°37'36" E, 214.75 feet to a 60d nail found,
8. N 37°39'54" E, 98.89 feet to a 60d nail found,
9. N 73°26'10" E, 228.64 feet to a 60d nail found,
10. N 55°45'53" E, 64.56 feet to a 60d nail found,
11. N 68°36'43" E, 139.94 feet to a 60d nail found,
12. N 63°38'02" E, 160.17 feet to a 60d nail found,
13. N 30°34'06" E, 109.05 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
14. N 04°16'43" W, 116.01 feet to a 60d nail found,

Page 1 of 3

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12781 0061

EXHIBIT "A"

15. N 39°04'53" E, 157.38 feet to a 5/8 inch iron rod found,
16. N 49°49'44" E, 116.83 feet to a concrete monument found,
17. N 19°24'07" E, 126.99 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
18. N 13°37'40" W, 116.56 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
19. N 39°44'36" E, 112.46 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found, and
20. N 14°52'44" E, 149.09 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found on the curving south R.O.W. line of Furlong Drive, a 60.00 foot wide R.O.W. for the northwest corner of the herein described 23.800 acres;

THENCE, departing the east line of said Rob Roy on the Creek, Section Three, along the south R.O.W. lines of said Furlong Drive the following three (3) courses:

1. a distance of 152.24 feet along the arc of a curve to the right whose radius is 280.79 feet, central angle is 31°03'52" and whose chord bears S 68°10'28" E, 150.36 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
2. S 52°38'32" E, 114.11 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for a point of curvature, and
3. a distance of 29.91 feet along the arc of a curve to the right whose radius is 20.00 feet, central angle is 85°41'14" and whose chord bears S 09°47'54" E, 27.20 feet to a concrete monument found on the northwest R.O.W. line of Barton Creek Boulevard, an 80.00 foot wide R.O.W. dedicated by the plat of said The Estates of Barton Creek Section Two-A;

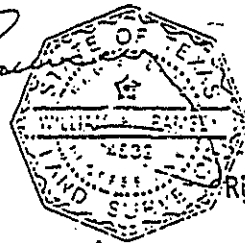
THENCE, departing the south R.O.W. lines of Furlong Drive, along the northwest R.O.W. line of Barton Creek Boulevard the following twelve (12) courses:

1. S 32°46'22" W, 103.21 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for a point of curvature,
2. a distance of 209.43 feet along the arc of a curve to the left whose radius is 789.71 feet, central angle is 15°11'42" and whose chord bears S 25°10'31" W, 208.82 feet to a p.k. nail found for a point of tangency,

3. S 17°34'40" W, 244.10 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for a point of curvature,
4. a distance of 427.53 feet along the arc of a curve to the right whose radius is 560.00 feet, central angle is 43°44'32" and whose chord bears S 39°26'56" W, 417.22 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for the point of tangency,
5. S 61°19'18" W, 168.20 feet to a p.k. nail found for a point of curvature,
6. a distance of 488.70 feet along the arc of a curve to the left whose radius is 640.00 feet, central angle is 43°45'03" and whose chord bears S 39°26'29" W, 476.91 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
7. S 17°25'00" W, 279.98 feet to a p.k. nail found for a point of curvature,
8. a distance of 405.46 feet along the arc of a curve to the right whose radius is 460.00 feet, central angle is 50°30'08" and whose chord bears S 42°49'20" W, 392.46 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found,
9. S 66°03'35" W, 200.03 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for a point of curvature,
10. a distance of 320.46 feet along the arc of a curve to the left whose radius is 540.04 feet, central angle is 33°59'59" and whose chord bears S 51°03'30" W, 315.78 feet to a p.k. nail found for the point of tangency,
11. S 34°03'30" W, 178.91 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC. RPLS 4532" found for a point of curvature, and
12. a distance of 103.84 feet along the arc of a curve to the right whose radius is 460.03 feet, central angle is 12°55'59" and whose chord bears S 40°31'30" W, 103.62 feet to a p.k. nail found for the most southerly corner hereof and the southeast corner of Lot 1, Block A of said The Estates of Barton Creek Section Two-A;

THENCE, departing the said northwest R.O.W. line of Barton Creek Boulevard, along the east line of said Lot 1, Block A, N 15°34'52" W, 668.64 feet to the POINT OF BEGINNING containing 23.800 acres of land more or less.

W. H. R...
12.21-95



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12781 0063

EXHIBIT "A"

RESTRICTIVE COVENANT
[10(A) Restriction; ABC West Phase 1]

FILM CODE
00005808283

This Restrictive Covenant is made by STRATUS PROPERTIES OPERATING CO., a Delaware general partnership ("Stratus") and is as follows:

RECITALS:

A. Stratus is the owner of seventy-five (75) lots located in Barton Creek ABC West Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Page 164, et. seq., Real Property Records of Travis County, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. Stratus has obtained, at its sole cost and expense, a Section 10(a) Permit from the U.S. Fish and Wildlife Service which benefits, among other properties, the Property and the owner or owners of property therein by permitting development under the Endangered Species Act (the "Section 10(a) Permit").

C. The Section 10(a) Permit requires certain maintenance of endangered species habitat, and Stratus desires to impress upon the Property a restrictive covenant which will permit Stratus to allocate a portion of the expenses required for such maintenance to the Property (the "Habitat Maintenance Expenses"), and to levy a prorata share of such allocation against the owner or owners of each subdivided lot ("Lot") located within the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. Allocation of Section 10(a) Habitat Maintenance Expenses. Stratus, its successors, assigns, or agent, shall allocate and levy, on an annual basis, a portion of the annual Habitat Maintenance Expenses against each Lot located within the Property (the "Annual Levy"). The amount of the Annual Levy shall be determined by Stratus, its successors, assigns, or agent, in its sole and absolute discretion, but in any event the Annual Levy against each Lot shall be uniform and in no event shall the Annual Levy exceed \$120.00 per Lot. The method of levy shall be determined by Stratus, in Stratus' sole and absolute discretion. A statement of Annual Levy shall be mailed to each Lot owner or owners and/or to any entity or other association created for the purpose of administering the common affairs of the Lot owners (the "Association"). No Annual Levy shall be assessed against a Lot until the earlier to occur of (i) the date a single family residence has been constructed on the Lot and said residence has been sold to the owner or owners who shall reside or who intend to reside thereon; or (ii) December 30, 1999.

Any Annual Levy which remains unpaid thirty (30) days after the Annual Levy statement has been mailed to a Lot owner and/or the Association at the address for such owner maintained by the Travis County Central Appraisal District and/or the Association shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

2. Assessment Lien and Foreclosure. A delinquent Annual Levy (together with interest as provided in Paragraph 1 above, and the cost of collection, including attorney's fees as provided for herein) shall become a continuing lien and charge on the Lot covered by the Annual Levy, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, personal representatives, successors or assigns. The lien shall be superior to all other liens and charges against the Lot, except for only tax liens and all sums unpaid on a first mortgage lien of record, securing in either instance sums borrowed for the improvement of the Lot. To evidence the lien, Stratus, its successors, assigns, or agent may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by an authorized representative of Stratus, its successors or assigns, and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of the assessment shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting owner's Lot by Stratus, its successors or assigns, in like manner as a mortgage on real property. Subsequent to the recording of a notice of assessment lien as provided above, Stratus, its successors or assigns, may institute a suit against the owner personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. Stratus, its successors or assigns, shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon receipt of a written request of any mortgagee, Stratus, its successors, assigns, or agent shall report to said mortgagee any delinquent Annual Levy.

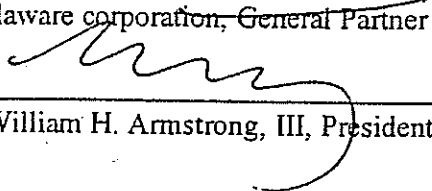
3. Severability and Construction. The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

EXECUTED to be effective on this 31st day of September, 1998.

STRATUS:

STRATUS PROPERTIES OPERATING CO.,
a Delaware general partnership

By: STRATUS PROPERTIES INC.,
a Delaware corporation, General Partner

By: 
William H. Armstrong, III, President

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

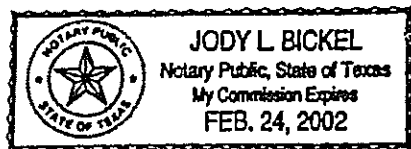
13281 0061

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept. 30, 1998, by William H. Armstrong, III, President of Stratus Properties Inc., a Delaware corporation, General Partner of Stratus Properties Operating Co., a Delaware general partnership, on behalf of said corporation and partnership.

(seal)



Jody L. Bickel
Notary Public Signature

AFTER RECORDING RETURN TO:

Robert D. Burton
Armbrust Brown & Davis, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13281 0062

EXHIBIT "A"

PROPERTY DESCRIPTION

Lots 1 - 26, inclusive; Lots 137 - 185, inclusive all in Block A, BARTON CREEK ABC WEST, PHASE 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 101, Pages 164-169 of the Plat Records of Travis County, Texas.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

OCT 2 1998



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
98 OCT -2 PH 2:51
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13281 0063

RECEIPT#: C00019060 TRANS#: C7560 DEPT: REGULAR RECORD \$15.00
CASHIER: DEPRI FILE DATE: 10/2/98 TRANS DATE: 10/2/98
PAID BY: CHECK# 16106

RESTRICTIVE COVENANT
[10(A) Restriction; North Rim - 15 Lots]

FILM CODE
00005451725

This Restrictive Covenant is made by FM PROPERTIES OPERATING CO., a Delaware general partnership ("FMP") and is as follows:

RECITALS:

A. FMP is the owner of 60.613 acres of land, more or less, situated in the James M. Tribble Survey No. 418 and the Drury H. Minor Survey No. 416, in Travis County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. FMP has obtained, at its sole cost and expense, a Section 10(a) Permit from the U.S. Fish and Wildlife Service which benefits, among other properties, the Property and the owner or owners of property therein by permitting development under the Endangered Species Act (the "Section 10(a) Permit").

C. The Section 10(a) Permit requires certain maintenance of endangered species habitat, and FMP desires to impress upon the Property a restrictive covenant which will permit FMP to allocate a portion of the expenses required for such maintenance to the Property (the "Habitat Maintenance Expenses"), and to levy a prorata share of such allocation against the owner or owners of each subdivided lot ("Lot") located within the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. **Allocation of Section 10(a) Habitat Maintenance Expenses.** FMP, its successors, assigns, or agent, shall allocate and levy, on an annual basis, a portion of the annual Habitat Maintenance Expenses against each Lot located within the Property (the "Annual Levy"). The amount of the Annual Levy shall be determined by FMP, its successors, assigns, or agent, in its sole and absolute discretion, but in any event the Annual Levy against each Lot shall be uniform and in no event shall the Annual Levy exceed \$291.00 per Lot. The method of levy shall be determined by FMP, in FMP's sole and absolute discretion. A statement of Annual Levy shall be mailed to each Lot owner or owners and/or to any entity or other association created for the purpose of administering the common affairs of the Lot owners (the "Association"). No Annual Levy shall be assessed against a Lot until the earlier to occur of (i) the date a single family residence has been constructed on the Lot and said residence has been sold to the owner or owners who shall reside or who intend to reside thereon; or (ii) March 29, 1998.

Any Annual Levy which remains unpaid thirty (30) days after the Annual Levy statement has been mailed to a Lot owner and/or the Association at the address for such owner maintained by the Travis County Central Appraisal District and/or the Association shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum.

2. **Assessment Lien and Foreclosure.** A delinquent Annual Levy (together with interest as provided in Paragraph 1 above, and the cost of collection, including attorney's fees as provided for herein) shall become a continuing lien and charge on the Lot covered by the Annual Levy, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, personal representatives, successors or assigns. The lien shall be superior to all other liens and charges against the Lot, except for only tax liens and

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12717 2055

all sums unpaid on a first mortgage lien of record, securing in either instance sums borrowed for the improvement of the Lot. To evidence the lien, FMP, its successors, assigns, or agent may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by an authorized representative of FMP, its successors or assigns, and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of the assessment shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting owner's Lot by FMP, its successors or assigns, in like manner as a mortgage on real property. Subsequent to the recording of a notice of assessment lien as provided above, FMP, its successors or assigns, may institute a suit against the owner personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. FMP, its successors or assigns, shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon receipt of a written request of any mortgagee, FMP, its successors, assigns, or agent shall report to said mortgagee any delinquent Annual Levy.

3. **Severability and Construction.** The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

EXECUTED to be effective on this 26th day of June, 1996.

FMP:

FM PROPERTIES OPERATING CO., a
Delaware general partnership

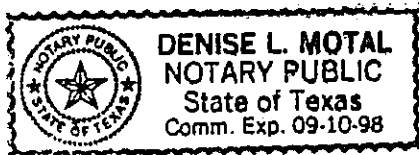
By: [Signature]
William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 26, 1996, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.

(seal)



[Signature]
Notary Public Signature

AFTER RECORDING RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12717 2056

EXHIBIT "A"

JUNE 20, 1996 JOB NO. 67000.901 FIELD NOTE NO. 67000-24
CLIENT NO. 60463 CLIENT NAME: FM PROPERTIES OPERATING CO.
PROJECT NAME: NORTH RIM 60.613 ACRES - C.O.A. GRID C-25

FIELD NOTES

A DESCRIPTION OF 60.613 ACRES OF LAND SITUATED IN THE JAMES M. TRIBBLE SURVEY NO. 418 AND THE DRURY H. MINOR SURVEY NO. 416, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN PROPERTY DESIGNATED AS PARCEL A CONVEYED TO FM PROPERTIES OPERATING CO. BY DEED RECORDED IN VOLUME 11706, PAGE 590 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 60.613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found on the north right-of-way (R.O.W.) line of Barton Creek Boulevard, an eighty foot wide R.O.W. dedicated by plat recorded in Volume 85, Page 119A through 120B of the Plat Records of said county, being a southerly corner of that certain 17.516 acre tract of land designated as Parcel H, conveyed to FM Properties Operating Co. by said deed recorded in Volume 11706, Page 590 of the said Real Property Records;

THENCE along the said north R.O.W. line, the following seven (7) courses:

1. a distance of 285.35 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 30°16'37" and whose chord bears S 65°55'59" W, 282.04 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
2. S 50°46'16" W, 690.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature,
3. a distance of 225.96 feet along the arc of a curve to the right whose radius is 738.95 feet, central angle is 17°31'13" and whose chord bears S 59°31'53" W, 225.08 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of tangency;
4. S 68°17'30" W, 683.57 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature;
5. a distance of 553.71 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 58°45'00" and whose chord bears S 38°55'00" W, 529.77 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of tangency;

6. S 09°32'30" W, 255.87 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature, and
7. a distance of 128.69 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is 13°39'16" and whose chord bears S 02°42'51" W, 128.39 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set for the southeast corner of the herein described 60.613 acres;

THENCE, departing said north R.O.W. line, crossing said Parcel A, the following twenty four (24) courses:

1. N 84°46'34" W, 56.25 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
2. N 24°56'59" W, 421.98 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
3. N 77°16'08" W, 211.91 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a corner in the easterly line of Barton Creek ABC Midsection, a proposed subdivision of said Parcel A,
4. N 04°28'24" W, continuing to cross said Parcel A along the said easterly line, 211.54 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
5. N 64°14'21" W, 187.98 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
6. N 30°27'20" W, 290.02 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
7. N 48°06'17" E, 49.72 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
8. N 00°16'23" W, 476.78 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
9. N 44°52'20" W, 164.91 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
10. S 32°49'40" W, 84.51 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
11. S 64°00'55" W, 70.24 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
12. N 90°00'00" W, 67.82 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,

13. N 65°03'00" W, 61.90 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
14. N 39°06'22" W, 72.30 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
15. N 23°13'12" W, 189.38 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
16. N 18°39'56" W, 196.26 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
17. N 06°24'25" W, 267.63 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
18. N 00°23'49" W, 70.11 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
19. N 22°13'12" E, departing said easterly line, 222.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
20. N 43°08'57" E, 159.38 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
21. N 65°13'50" E, 42.68 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
22. N 82°02'06" E, 60.84 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set,
23. S 87°30'29" E, 62.56 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set, and
24. N 83°57'03" E, 295.09 feet to a point in the centerline of Barton Creek being on a southwest line of Barton Valley, a subdivision whose plat is recorded in Volume 69, Page 3 of the said Plat Records;

THENCE along the centerline of Barton Creek, being the southerly lines of said Barton Valley and Fortune Valley, a subdivision whose plat is recorded in Volume 69, Page 4 of the said Plat Records, the following eleven (11) courses:

1. S 04°09'48" E, 196.04 feet to a point,
2. S 30°29'48" E, 301.83 feet to a point,
3. S 28°42'48" E, 299.93 feet to a point,
4. S 31°22'48" E, 301.45 feet to a point,
5. S 32°53'48" E, 131.38 feet to a point,

6. S 47°07'48" E, 216.62 feet to a point,
7. S 67°47'48" E, 111.15 feet to a point,
8. S 82°24'48" E, 230.36 feet to a point,
9. N 73°37'12" E, 334.47 feet to a point,
10. N 59°06'11" E, 293.06 feet to a point, and
11. N 43°51'11" E, 179.79 feet to a point,

THENCE, departing the said centerline of Barton Creek, being a southerly line of said Fortunes Valley, crossing said Parcel A S 77°33'05" E, 224.47 feet pass a 60d nail found for the southwest corner of said 17.516 acre tract, in all, a distance of 347.63 feet along the southerly line of said 17.516 acre tract to a 60d nail found for a corner;

THENCE, continuing along southerly lines of said 17.516 acre tract, the following two (2) courses:

1. N 78°43'27" E, 591.63 feet to an 80d nail found, and
2. S 09°53'59" E, 55.67 feet to the POINT OF BEGINNING containing 60.613 acres of land more or less.

STATE OF TEXAS:

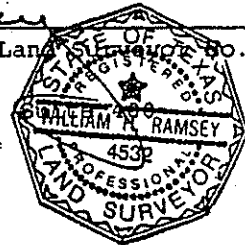
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That I, William H. Ramsey, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT AUSTIN, Travis County, Texas, this the 20th day of June, 1996 A.D.

William H. Ramsey
 Registered Professional Land Surveyor No. 4532
 Rust Lichliter/Jameson
 811 Barton Springs Road,
 Austin, Texas 78704-1164



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

12717 2060

FILED

96 JUN 27 PM 4:23

RECORDS CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUN 27 1996



David B. Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12717 2061

RECEIPT: A00037299 TRANS: A2360 DEPT: REGULAR RECORD \$21.00
CASHIER: BATH FILE DATE: 6/27/96 TRANS DATE: 6/28/96
PRID BY: C-ED: 5250

RESTRICTIVE COVENANT
[10(a) Restriction; Barton Creek Governor's Hill]

This Restrictive Covenant is made by FM PROPERTIES OPERATING CO., a Delaware general partnership ("FMP") and is as follows:

RECITALS:

A. FMP is the owner of approximately 31 acres located in Travis County, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. FMP has obtained, at its sole cost and expense, a Section 10(a) Permit from the U.S. Fish and Wildlife Service which benefits, among other properties, the Property and the owner or owners of property therein by permitting development under the Endangered Species Act (the "Section 10(a) Permit").

C. The Section 10(a) Permit requires certain maintenance of endangered species habitat, and FMP desires to impress upon the Property a restrictive covenant which will permit FMP to allocate a portion of the expenses required for such maintenance to the Property (the "Habitat Maintenance Expenses"), and to levy a prorata share of such allocation against the owner or owners of each subdivided lot, condominium, townhome, villa or other residential dwelling unit (a "Unit") located within the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. **Compliance with Section 10(a) Permit.** The Property shall be used and developed in strict compliance with the requirements of the Section 10(a) Permit. The Property shall not be used in any manner which would adversely affect the existence, validity, or good standing of the Section 10(a) Permit. No clearing or any other activity shall be conducted on the Property which violates the Section 10(a) Permit and FMP shall be entitled to take any action, legal or equitable, necessary to prevent or remedy any such violation. Any cost or expense, including legal fees, incurred by FMP in enforcing its rights pursuant to this paragraph shall promptly be reimbursed by the owner of the Property. The owner of the Property shall indemnify and hold FMP harmless from any claims or losses resulting from violations of the Section 10(a) Permit occurring on the Property.

2. **Allocation of Section 10(a) Habitat Maintenance Expenses.** FMP, its successors, assigns, or agent, shall allocate and levy, on an annual basis, a portion of the annual Habitat Maintenance Expenses against each Unit located within the Property (the "Annual Levy"). The amount of the Annual Levy shall be determined by FMP, its successors, assigns, or agent, in its sole and absolute discretion, but in any event the Annual Levy against each Unit shall be uniform and in no event shall the Annual Levy exceed \$200.00 per Unit. The method of levy shall be determined by FMP, in FMP's sole and absolute discretion. A statement of Annual Levy shall be mailed to each Unit owner or owners and/or to any entity or other association created for the purpose of administering the common affairs of the Unit owners (the "Association"). No Annual Levy shall be assessed against a Unit until the earlier to occur of (i) the date the Unit has been constructed and sold to the owner or owners who shall reside or who intend to reside thereon; or (ii) the date which is two (2) years from the Effective Date of this Restrictive Covenant.

Any Annual Levy which remains unpaid thirty (30) days after the Annual Levy statement has been mailed to a Unit owner and/or the Association at the address for such owner maintained by the Travis County Central Appraisal District and/or the Association shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

1283.1/052197

12942 0696

3. **Assessment Lien and Foreclosure.** A delinquent Annual Levy (together with interest as provided in Paragraph 2 above, and the cost of collection, including attorney's fees as provided for herein) shall become a continuing lien and charge on the Unit covered by the Annual Levy, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, personal representatives, successors or assigns. The lien shall be superior to all other liens and charges against the Unit, except for only tax liens and all sums unpaid on a first mortgage lien of record, securing in either instance sums borrowed for the improvement of the Unit. To evidence the lien, FMP, its successors, assigns, or agent may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Unit covered by such lien and a description of the Unit. Such notice shall be signed by an authorized representative of FMP, its successors or assigns, and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of the assessment shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting owner's Unit by FMP, its successors or assigns, in like manner as a mortgage on real property. Subsequent to the recording of a notice of assessment lien as provided above, FMP, its successors or assigns, may institute a suit against the owner personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. FMP, its successors or assigns, shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon receipt of a written request of any mortgagee, FMP, its successors, assigns, or agent shall report to said mortgagee any delinquent Annual Levy.

4. **Severability and Construction.** The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

EXECUTED to be effective as of the 23rd day of May, 1997 (the "Effective Date").

FMP:

FM PROPERTIES OPERATING CO.,
a Delaware general partnership

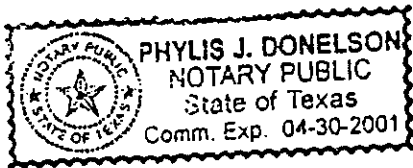
By: _____

William H. Armstrong, III, Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on 11.14.97, 1997, by William H. Armstrong, III, Attorney-in-Fact for FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.



Notary Public Signature

AFTER RECORDING RETURN TO:

Kenneth N. Jones
Armbrust Brown & Davis, L.L.P.
100 Congress Avenue, Suite 1350
Austin, Texas 78791

RETURN TO: PHYLLIS DONELSON
HERITAGE TITLE
98 SAN JACINTO BLVD. STE. 400
AUSTIN, TEXAS 78701
GF# 6-20307

EXHIBIT "A"

DECEMBER 24, 1996 JOB NO. 67000.901 FIELD NOTE NO. 67000-3781
CLIENT NO. 60463 CLIENT NAME: FM PROPERTIES OPERATING CO.
PROJECT NAME: GOVERNORS HILL - C.O.A. GRID NO. C-25

FIELD NOTES

A DESCRIPTION OF 31.394 ACRES OF LAND SITUATED IN THE DRURY H. MINOR SURVEY NO. 416, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL A CONVEYED TO FM PROPERTIES OPERATING COMPANY BY DEED RECORDED IN VOLUME 11706, PAGE 590 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 31.394 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found on the north right-of-way (R.O.W.) line of Barton Creek Boulevard, an 80.00 foot wide R.O.W. dedicated by plat recorded in Volume 85, Pages 1198-120A of the Plat Records of said County, for a point of curvature and the southeast corner of WCID No. 19 Water Treatment Plant, Phase 1, a subdivision whose plat is recorded in Volume 91, Pages 18 and 19 of the said Plat Records;

THENCE along the east and north lines of said WCID No. 19 Water Treatment Plant, Phase 1, the following eleven (11) courses:

1. a distance of 39.27 feet along the arc of a curve to the right whose radius is 25.00 feet, central angle is 90°00'00" and whose chord bears N 53°44'11" W, 35.36 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
2. N 08°44'11" W, 187.57 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found for a point of curvature,
3. a distance of 407.45 feet along the arc of a curve to the left whose radius is 863.38 feet, central angle is 27°02'21" and whose chord bears N 22°15'21" W, 403.68 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found for the point of tangency,
4. N 35°46'32" W, 113.62 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found for a point of curvature,
5. a distance of 66.58 feet along the arc of a curve to the left whose radius is 98.32 feet, central angle is 38°48'14" and whose chord bears N 03°46'44" W, 65.32 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found for a point of reverse curvature,

6. a distance of 39.13 feet along the arc of a curve to the right whose radius is 133.92 feet, central angle is $12^{\circ}11'24''$ and whose chord bears $N 17^{\circ}05'09'' W$, 39.06 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
7. $N 10^{\circ}59'27'' W$, 45.60 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
8. $N 22^{\circ}44'57'' E$, 197.42 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
9. $N 67^{\circ}15'03'' W$, 169.43 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
10. $S 49^{\circ}56'22'' W$, 60.30 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found, and
11. $S 85^{\circ}46'50'' W$, 64.59 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found on the east R.O.W. line of Chalk Knoll Lane, a variable width R.O.W. to be dedicated by plat of Barton Creek ABC Midsection, a proposed subdivision of said Parcel A;

THENCE, departing the north lines of said WCID No. 19 Water Treatment Plant, Phase 1, along the east R.O.W. line of said Chalk Knoll Lane, the following two (2) courses:

1. a distance of 112.88 feet along the arc of a curve to the right whose radius is 400.00 feet, central angle is $16^{\circ}10'08''$ and whose chord bears $N 09^{\circ}24'48'' E$, 112.51 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for the point of tangency, and
2. $N 17^{\circ}29'52'' E$, 30.49 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of curvature;

THENCE, departing said east R.O.W. line, along southeasterly lines of said Barton Creek ABC Midsection, the following eight (8) courses:

1. a distance of 23.56 feet along the arc of a curve to the right whose radius is 15.00 feet, central angle is $90^{\circ}00'00''$ and whose chord bears $N 62^{\circ}31'21'' E$, 21.21 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for the point of tangency,
2. $S 72^{\circ}28'39'' E$, 27.36 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of curvature,

3. a distance of 103.40 feet along the arc of a curve to the left whose radius is 305.00 feet, central angle is $56^{\circ}50'55''$ and whose chord bears $N 79^{\circ}05'54'' E$, 195.16 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of reverse curvature,
4. a distance of 22.47 feet along the arc of a curve to the right whose radius is 25.00 feet, central angle is $51^{\circ}30'30''$ and whose chord bears $N 76^{\circ}25'41'' E$, 21.73 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of reverse curvature,
5. a distance of 99.81 feet along the arc of a curve to the left whose radius is 60.00 feet, central angle is $95^{\circ}18'30''$ and whose chord bears $N 54^{\circ}31'41'' E$, 88.69 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
6. $S 41^{\circ}09'25'' E$, 245.84 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
7. $N 48^{\circ}48'52'' E$, 467.26 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found, and
8. $N 05^{\circ}30'21'' E$, 308.50 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a southwest corner of that certain 60.613 acres conveyed to John S. Lloyd by deed recorded in Volume 12721, Page 869 of the said Real Property Records;

THENCE, departing said southeasterly lines, crossing said Parcel A along the southwesterly lines of said 60.613 acres, the following three (3) courses:

1. $S 77^{\circ}16'08'' E$, 211.91 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
2. $S 24^{\circ}56'59'' E$, 421.98 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found, and
3. $S 84^{\circ}46'34'' E$, 56.25 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found on a westerly R.O.W. line of said Barton Creek Boulevard;

THENCE, departing said southwesterly lines along west, northwest and north R.O.W. lines of said Barton Creek Boulevard, the following six (6) courses:

1. a distance of 109.32 feet along the arc of a curve to the left whose radius is 540.00 feet, central angle is $11^{\circ}35'55''$ and whose chord bears $S 09^{\circ}54'44'' E$, 109.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,

2. S 15°40'34" E, 293.67 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of curvature,
3. a distance of 471.73 feet along the arc of a curve to the right whose radius is 460.00 feet, central angle is 58°45'22" and whose chord bears S 13°44'44" W, 451.33 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for the point of tangency,
4. S 43°07'25" W, 314.66 feet to a PK nail with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature,
5. a distance of 306.21 feet along the arc of a curve to the right whose radius is 460.00 feet, central angle is 38°08'24" and whose chord bears S 62°11'37" W, 300.59 feet to a PK nail with plastic cap marked "RUST E&I RPLS 4532" set for the point of tangency, and
6. S 81°15'49" W, 364.10 feet to the POINT OF BEGINNING containing 31.394 acres of land, more or less.

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

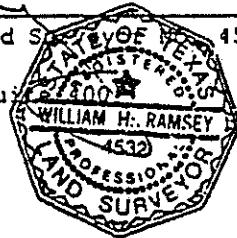
COUNTY OF TRAVIS:

That I, William H. Ramsey, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT AUSTIN, Travis County, Texas, this the 12th day of March, 1998 A.D.

William H. Ramsey

Registered Professional Land Surveyor
Rust Lichliter/Jameson
811 Barton Springs Road, Suite 100
Austin, Texas 78704-1164



FILED

97 MAY 27 PM 3:31

DARRA DEE AUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that the instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas on

MAY 27 1997



Darra Dee Auvoir

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM-At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

TRAVIS COUNTY, TEXAS 00003

12942 0703

RECORDED: 5/27/97 TRAVIS COUNTY, TEXAS 00003
INDEXED: 5/27/97 TRAVIS COUNTY, TEXAS 00003
FILED: 5/27/97 TRAVIS COUNTY, TEXAS 00003
RELEASED: 5/27/97 TRAVIS COUNTY, TEXAS 00003

MAR 14 2011

5-7-11 Barton Creek Prop.

FENCE EASEMENT AGREEMENT

Preamble



TRV

10 PGS

2011073396

This Agreement is made between Daniel O. Shelley and Bernadette Shelley (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 9, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1512 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of mutual covenants and promises contained herein. There is an existing metal fence on the Property which will be contained within the easement described below. Grantor hereby grants ownership of such existing metal fence to Grantee. Grantee agrees to maintain such existing metal fence.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.025 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of repairing, maintaining and rebuilding a metal fence on the Property.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a metal fence in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to repair, maintaining or replace the metal fencing in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011

Daniel O. Shelley
Daniel O. Shelley

Bernadette Shelley
Bernadette Shelley
(the "Grantor(s)")

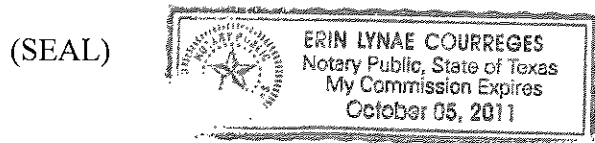
NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: David J. Hays
DAVID HAYS, its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

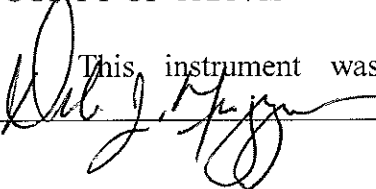
This instrument was acknowledged before me on ~~February~~ ^{March} 9, 2011 by Daniel O. Shelley and Bernadette Shelley, husband and wife.



Erin Lynae Courreges
Notary Public, State of Texas

Erin Lynae Courreges
Printed Name
My Commission Expires: October 5, 2011

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on ~~February~~ ^{MARCH} 12, 2011 by _____, President of North Rim Community, Inc.



KIRSTIN LEIGH WILLIAMS
Notary public, State of Texas

KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 9, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-10
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.025 ACRE (1094 SQUARE FEET) OF LAND BEING A PORTION OF LOT 9, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO DANIEL O. AND BERNADETTE SHELLEY BY DEED RECORDED IN DOCUMENT NO. 2009027291 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.025 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 9 and the most easterly corner of Lot 8 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 9 and said northeast line of said Lot 8, N16°27'25"W, 16.43 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.025 acre;

THENCE continuing along said southwest line and said northeast line N16°27'25"W, 5.02 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 9 the following three (3) courses:

1. N68°59'25"E, 115.34 feet to a calculated point,
2. N67°03'45"E, 100.34 feet to a calculated point, and
2. N66°54'01"E, 2.92 feet to a calculated point on the northeast line of said Lot 9 and the southwest line of Lot 10 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S21°45'51"E, 5.00 feet to a calculated point from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most easterly corner of said Lot 9 and the most southerly corner of said Lot 10 bears S21°45'51"E, 17.23 feet;

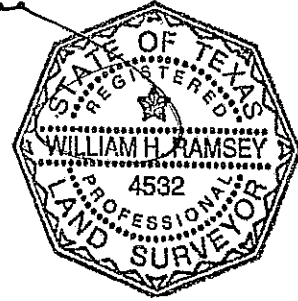
THENCE, departing said northeast line and said southwest line, crossing said Lot 9 the following three (3) courses:

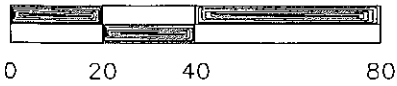
1. S66°54'01"W, 2.81 feet to a calculated point,
2. S67°03'45"W, 100.43 feet to a calculated point, and

3. S68°59'25"W, 115.82 feet to the POINT OF BEGINNING containing 0.025 acre (1094 square feet) of land more or less.

Will H Ramsey

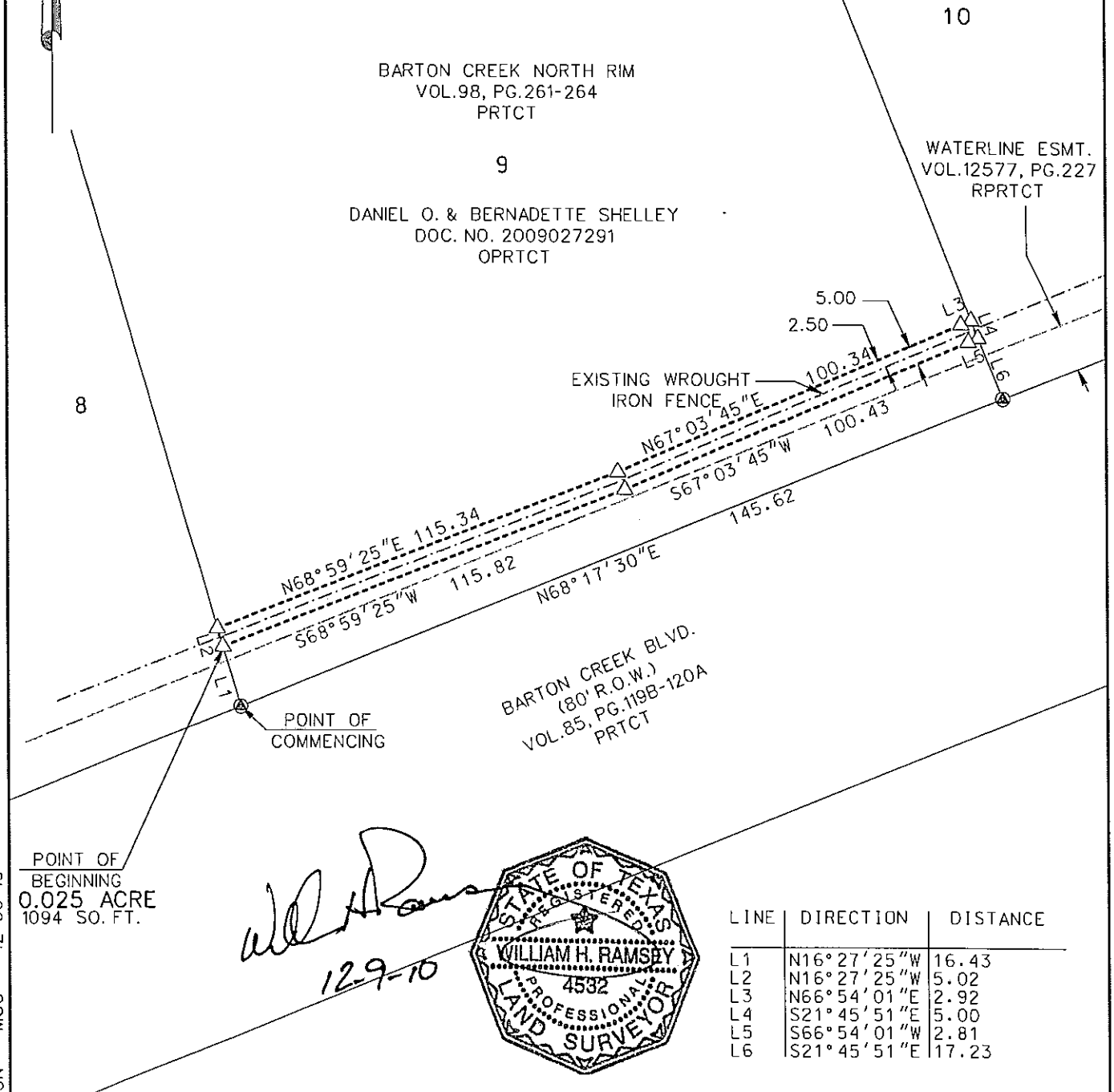
12-9-10





LEGEND

- ⊗ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS



RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lmsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-10

JOB NO. 1215-13

COA GRID NO. C-24

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073396

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between Sue Craft McMahan ("Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 10, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1508 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$26,387.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.017 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

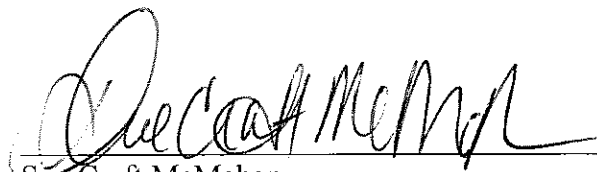
Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

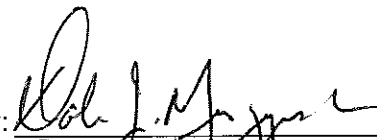
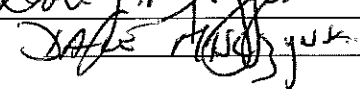
Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011.


Sue Craft McMahan
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 
 its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ^{May}~~February~~ 12, 2011 by Sue Craft McMahan.



(SEAL)

K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

[Signature] This instrument was acknowledged before me on ^{MAY}~~February~~ 12, 2011 by _____, President of North Rim Community, Inc.



(SEAL)

K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 10, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-09
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.017 ACRE (752 SQUARE FEET) OF LAND BEING A PORTION OF LOT 10, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO SUE CRAFT MCMAHAN BY DEED RECORDED IN DOCUMENT NO. 2005129200 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.017 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 10 and the most easterly corner of Lot 9 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 10 and said northeast line of said Lot 9, N21°45'51"W, 17.23 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.017 acre;

THENCE continuing along said southwest line and said northeast line N21°45'51"W, 5.00 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 10 the following four (4) courses:

1. N66°54'02"E, 62.76 feet to a calculated point for a non-tangent point of curvature,
2. a distance of 33.36 feet along the arc of a curve to the left whose radius is 26.02 feet, central angle is 73°27'26" and whose chord bears N38°28'18"E, 31.12 feet to a calculated point,
3. S72°50'52"E, 34.71 feet to a calculated point, and
2. N68°17'52"E, 21.08 feet to a calculated point on the northeast line of said Lot 10 and the southwest line of Lot 11 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S21°49'06"E, 5.00 feet to a calculated point on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the said Real Property Records from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532"

found for a most easterly corner of said Lot 10 and the most southerly corner of said Lot 11 bears $S21^{\circ}49'06''E$, 12.45 feet;

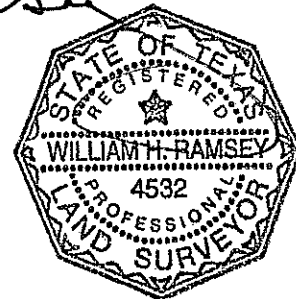
THENCE, departing said northeast line and said southwest line, crossing said Lot 10 along said northwest line $S68^{\circ}17'52''W$, 22.85 feet to a calculated point;

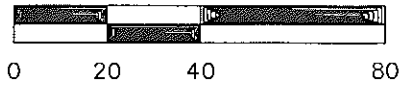
THENCE, departing said northwest line, continuing across said Lot 12 the following three (3) courses:

1. $N72^{\circ}50'52''W$, 30.60 feet to a calculated point for a non-tangent point of curvature,
2. a distance of 32.96 feet along the arc of a curve to the right whose radius is 31.02 feet, central angle is $60^{\circ}53'06''$ and whose chord bears $S44^{\circ}03'28''W$, 31.43 feet to a calculated point, and
3. $S66^{\circ}54'02''W$, 62.53 feet to the POINT OF BEGINNING containing 0.017 acre (752 square feet) of land more or less.

William H. Ramsey

12-9-10





LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ = CALCULATED POINT
- PRCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS



BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRCT

10

SUE CRAFT MCMAHAN
DOC. NO. 2005129200
OPRTCT

11

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

9

PROPOSED
ROCK WALL

EXISTING WROUGHT
IRON FENCE

5.00

2.50

1.00

N66°54'02"E 62.76

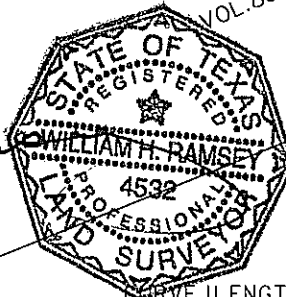
S66°54'02"W 62.53

POINT OF
COMMENCING

BARTON CREEK BLVD.
(80' R.O.W.)
VOL.85, PG.119B-120A
PRCT

POINT OF
BEGINNING
0.017 ACRE
752 SQ. FT.

all H Ramsey
12-9-10



LINE	DIRECTION	DISTANCE
L1	N21°45'51"W	17.23
L2	N21°45'51"W	5.00
L3	S72°50'52"E	34.71
L4	N68°17'52"E	21.08
L5	S21°49'06"E	5.00
L6	S68°17'52"W	22.85
L7	N72°50'52"W	30.60
L8	S21°49'06"E	12.45

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	33.36	73°27'26"	26.02	N38°28'18"E	31.12
C2	32.96	60°53'06"	31.02	S44°03'28"W	31.43

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bromsey@rlsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-09

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-09.DGN MCO 12-06-10

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073397

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between Bob E. Atnip and Mary A. Atnip (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 11, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1504 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$24,391.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.016 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

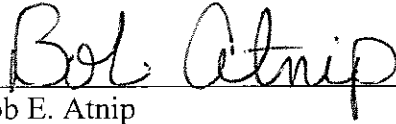
Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.


Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th May
22 day of ~~February~~, 2011

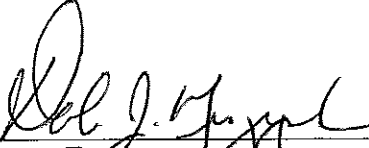


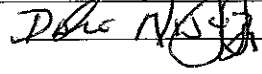
Bob E. Atnip



Mary A. Atnip
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 

 , its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

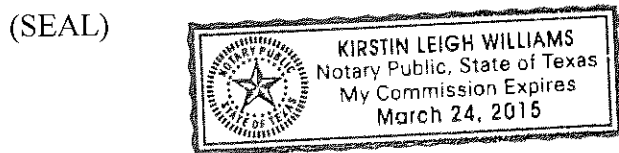
This instrument was acknowledged before me on ~~February~~ ^{MAY} 12, 2011 by Bob E. Atnip and Mary A. Atnip, husband and wife..



K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

[Signature] This instrument was acknowledged before me on ~~February~~ ^{MAY} 12, 2011 by _____, President of North Rim Community, Inc.



K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 11, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-08
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.016 ACRE (685 SQUARE FEET) OF LAND BEING A PORTION OF LOT 11, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO BOB E. AND MARY A. ATNIP BY DEED RECORDED IN DOCUMENT NO. 2009080892 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.016 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 11 and the most easterly corner of Lot 10 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 11 and the northeast line of said Lot 10, N21°49'06"W, 12.45 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.016 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county;

THENCE continuing along said southwest line and said northeast line N21°49'06"W, 5.00 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 11 the following three (3) courses:

1. N68°17'52"E, 44.77 feet to a calculated point,
2. N24°42'42"E, 18.50 feet to a calculated point, and
3. N68°17'52"E, 73.64 feet to a calculated point on the northeast line of said Lot 11 and the southwest line of Lot 12 of said Barton Creek North Rim;

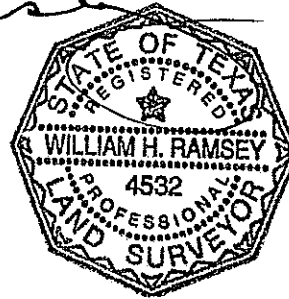
THENCE along said northeast line and said southwest line S24°05'38"E, 5.00 feet to a calculated point from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most easterly corner of said Lot 11 and the most southerly corner of said Lot 12 bears S24°05'38"E, 25.21 feet;

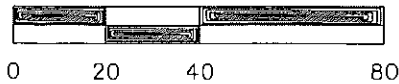
THENCE, departing said northeast line and said southwest line, crossing said Lot 11 the following two (2) courses:

1. S68°17'52"W, 71.85 feet to a calculated point, and
2. S24°42'42"W, 18.50 feet to a calculated point on the northwest line of said Waterline Easement;

THENCE continuing across said Lot 11 along said northwest line S68°17'52"W, 46.76 feet to the POINT OF BEGINNING containing 0.016 acre (685 square feet) of land more or less.

William H. Ramsey
12-7-10





LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ = CALCULATED POINT
- PRCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

12

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRCT

11

BOB E. & MARY A. ATNIP
DOC. NO. 2009080892
OPRTCT

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

10

PROPOSED
ROCK WALL

1.00

5.00
2.50

N68°17'52"E 73.64
S68°17'52"W 71.85

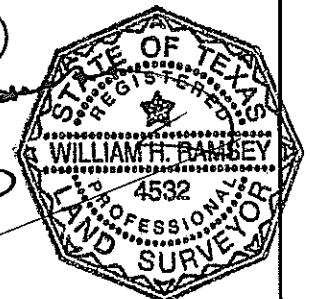
N68°17'30"E
133.04

POINT OF
COMMENCING

BARTON CREEK BLVD.
(80' R.O.W.)
VOL.85, PG.119B-120A
PRCT

POINT OF
BEGINNING
0.016 ACRE
685 SQ. FT.

William H. Ramsey
125-10



LINE	DIRECTION	DISTANCE
L1	N21°49'06"W	12.45
L2	N21°49'06"W	5.00
L3	N68°17'52"E	44.77
L4	N24°42'42"E	18.50
L5	S24°05'38"E	5.00
L6	S24°05'38"E	25.21
L7	S24°42'42"W	18.50
L8	S68°17'52"W	46.76

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-08

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN\1215-08.DGN 12-06-10 MCO

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073398

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between Glenn E. Neland and Linda Sue Neland (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 12, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1500 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$28,971.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.019 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or placing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

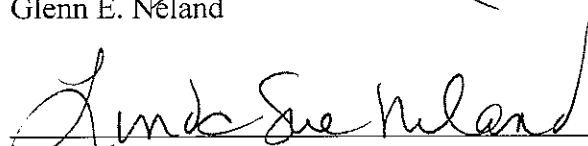
13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

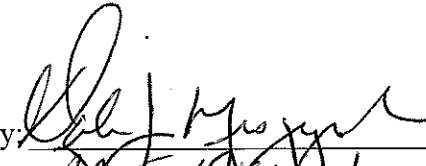
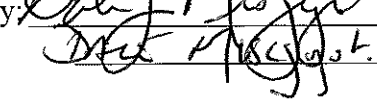
14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011
1


Glenn E. Neland


Linda Sue Neland
(the "Grantor(s)")

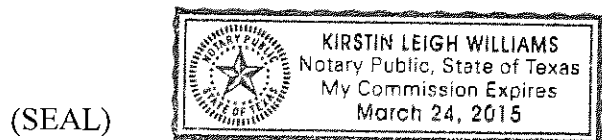
NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 
 , its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ^{MAY} ~~February~~ 12, 2011 by Glenn E. Neland and Linda Sue Neland, husband and wife..



K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

[Signature] This instrument was acknowledged before me on ^{MAY} ~~February~~ 12, 2011 by _____, President of North Rim Community, Inc.



K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 12, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-07
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.019 ACRE (835 SQUARE FEET) OF LAND BEING A PORTION OF LOT 12, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO GLENN E. AND LINDA SUE NELAND BY DEED RECORDED IN VOLUME 13203, PAGE 883 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 0.019 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 12 and the most easterly corner of Lot 11 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 12 and the northeast line of said Lot 11, N24°05'38"W, 25.21 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.019 acre;

THENCE continuing along said southwest line and said northeast line N24°05'38"W, 5.00 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 12 the following four (4) courses:

1. N68°17'52"E, 27.20 feet to a calculated point,
2. N63°59'13"E, 92.29 feet to a calculated point,
3. S65°54'00"E, 18.83 feet to a calculated point for a non-tangent point of curvature, and
4. a distance of 28.33 feet along the arc of a curve to the left whose radius is 720.54 feet, central angle is 02°15'11" and whose chord bears N59°47'30"E, 28.33 feet to a calculated point on the northeast line of said Lot 12 and the southwest line of Lot 13 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S31°07'26"E, 5.00 feet to a calculated point on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the said Real Property Records from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532"

found for a most easterly corner of said Lot 12 and the most southerly corner of said Lot 13 bears $S31^{\circ}07'26''E$, 12.40 feet;

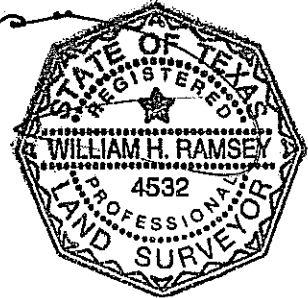
THENCE, departing said northeast line and said southwest line, crossing said Lot 12 along said northwest line a distance of 31.07 feet along the arc of a curve to the right whose radius is 725.54 feet, central angle is $02^{\circ}27'14''$ and whose chord bears $S59^{\circ}53'36''W$, 31.07 feet to a calculated point;

THENCE, departing said northwest line, continuing across said Lot 12 the following three (3) courses:

1. $N64^{\circ}54'00''W$, 18.99 feet to a calculated point,
2. $S63^{\circ}59'13''W$, 90.09 feet to a calculated point, and
3. $S68^{\circ}17'52''W$, 27.18 feet to the POINT OF BEGINNING containing 0.019 acre (835 square feet) of land more or less.

William H. Ramsey

12-9-10





LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ = CALCULATED POINT
- PRCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRCT

12

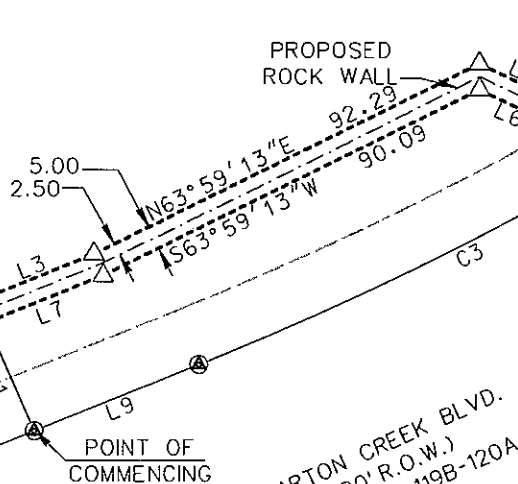
GLENN E. & LINDA SUE NELAND
VOL. 13203, PG. 883
RPRTCT

13

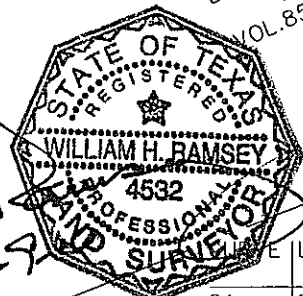
WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

11

PROPOSED
ROCK WALL



POINT OF
BEGINNING
0.019 ACRE
835 SQ. FT.



LINE	DIRECTION	DISTANCE
L1	N24°05'38"W	25.21
L2	N24°05'38"W	5.00
L3	N68°17'52"E	27.20
L4	S64°54'00"E	18.83
L5	S31°07'26"E	5.00
L6	N64°54'00"W	18.99
L7	S68°17'52"W	27.18
L8	S31°07'26"E	12.40
L9	S68°17'30"W	38.12

	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	28.33	02°15'11"	720.54	N59°47'30"E	28.33
C2	31.07	02°27'14"	725.54	S59°53'36"W	31.07
C3	124.19	09°37'47"	738.95	S63°28'36"W	124.05

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lmsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO.1215-07

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-07 DGN MCO 12-06-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



May 20, 2011 01:46 PM

2011073399

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between William H. Cunningham and Isabella Cunningham (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 13, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1412 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$26,318.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.017 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

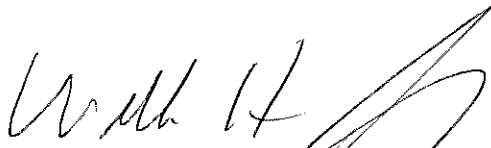
Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

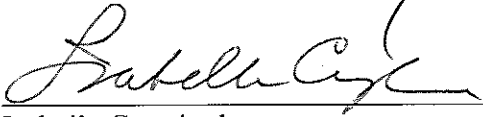
Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of February, 2011

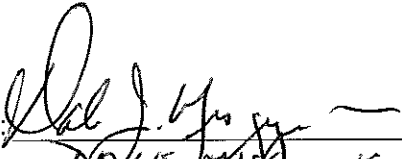


William H. Cunningham



Isabella Cunningham
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 
_____, its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ^{May}~~February~~ 12, 2011 by William H. Cunningham and Isabella Cunningham, husband and wife.

(SEAL)



K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

SEAL

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Walter J. Huggins This instrument was acknowledged before me on ^{May}~~February~~ 12, 2011 by _____, President of North Rim Community, Inc.

(SEAL)



K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 13, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-06
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.017 ACRE (742 SQUARE FEET) OF LAND BEING A PORTION OF LOT 13, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO WILLIAM H. AND ISABELLA CUNNINGHAM BY DEED RECORDED IN DOCUMENT NO. 2005149619 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.017 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 13 and the most easterly corner of Lot 12 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 13 and the northeast line of said Lot 12, N31°07'26"W, 12.40 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.017 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county;

THENCE continuing along said southwest line and said northeast line N31°07'26"W, 5.00 feet to a calculated point for a non-tangent point of curvature;

THENCE, departing said southwest line and said northeast line, crossing said Lot 13 the following five (5) courses:

1. a distance of 41.08 feet along the arc of a curve to the left whose radius is 720.54 feet, central angle is 03°16'00" and whose chord bears N57°01'54"E, 41.08 feet to a calculated point,
2. N10°04'33"E, 17.55 feet to a calculated point,
3. N55°13'25"E, 60.24 feet to a calculated point,
4. S67°00'59"E, 10.27 feet to a calculated point, and
5. N50°46'16"E, 19.01 feet to a calculated point on the northeast line of said Lot 13 and the southwest line of Lot 14 of said Barton Creek North Rim;

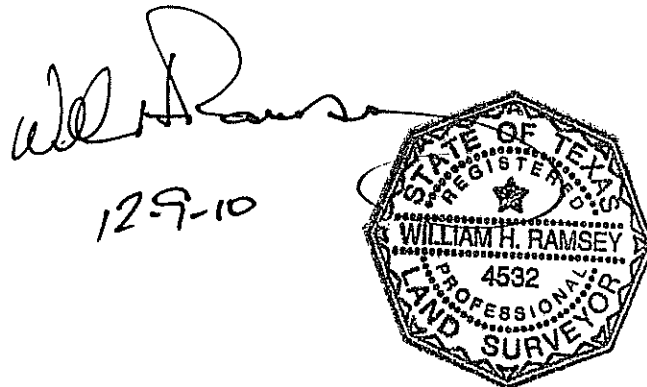
THENCE along said northeast line and said southwest line S37°25'01"E, 5.00 feet to a calculated point on the northwest line of said Waterline Easement from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most easterly corner of said Lot 13 and the most southerly corner of said Lot 14 bears S37°25'01"E, 12.42 feet;

THENCE, departing said northeast line and said southwest line, crossing said Lot 13 along said northwest line S50°46'16"W, 21.87 feet to a calculated point;

THENCE, departing said northwest line, continuing across said Lot 13 the following three (3) courses:

1. N67°00'59"W, 10.53 feet to a calculated point,
2. S55°13'25"W, 55.40 feet to a calculated point, and
3. S10°04'33"W, 17.55 feet to a calculated point on the northwest line of said Waterline Easement;

THENCE continuing across said Lot 13 along said northwest line a distance of 43.48 feet along the arc of a curve to the right whose radius is 725.54 feet, central angle is 03°26'00" and whose chord bears S56°56'59"W, 43.47 feet to the POINT OF BEGINNING containing 0.017 acre (742 square feet) of land more or less.





LEGEND

- ⊙ - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ - CALCULATED POINT
- PRCT - PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT - REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRCT

14

13

WILLIAM H. & ISABELLA CUNNINGHAM
DOC. NO. 2005149619
OPRTCT

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

12

PROPOSED
ROCK WALL

1.00

5.00
2.50

1.00

1.00

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BARTON CREEK BLVD.
(80' R.O.W.)
VOL.85, PG.119B-120A
PRCT

POINT OF
COMMENCING

POINT OF
BEGINNING
0.017 ACRE
742 SQ. FT.

LINE	DIRECTION	DISTANCE
L1	N31°07'26"W	12.40
L2	N31°07'26"W	5.00
L3	N10°04'33"E	17.55
L4	S67°00'59"E	10.27
L5	N50°46'16"E	19.01
L6	S37°25'01"E	5.00
L7	S50°46'16"W	21.87
L8	N67°00'59"W	10.53
L9	S10°04'33"W	17.55
L10	S37°25'01"E	12.42

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	41.08	03°16'00"	720.54	N57°01'54"E	41.08
C2	43.48	03°26'00"	725.54	S56°56'59"W	43.47
C3	101.77	07°53'26"	738.95	S54°42'59"W	101.68

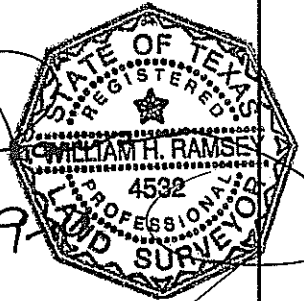
RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-06

JOB NO. 1215-13

COA GRID NO. C-24



1215\FN1215-06.DGN MCO 12-06-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073400

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between John M. Fooshee and Jennifer C. Fooshee (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 14, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1408 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$26,174.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.017 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

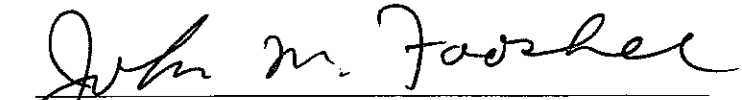
Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.


Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011.

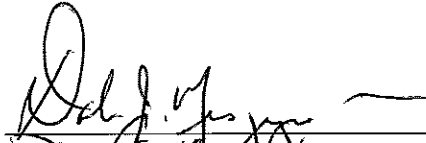


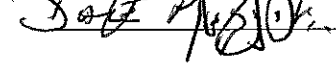
John M. Fooshee



Jennifer C. Fooshee
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 

, its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on ^{MAY}~~February~~ 12, 2011 by John M. Fooshee and Jennifer C. Fooshee, husband and wife.

(SEAL)



SEAL

K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS

§

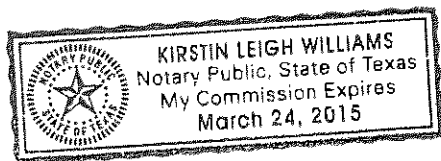
§

COUNTY OF TRAVIS

§

[Signature] This instrument was acknowledged before me on ^{MAY}~~February~~ 12, 2011 by _____, President of North Rim Community, Inc.

(SEAL)



SEAL

K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 7, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 14, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-05
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.017 ACRE (745 SQUARE FEET) OF LAND BEING A PORTION OF LOT 14, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO JOHN M. AND JENNIFER C. FOOSHEE BY DEED RECORDED IN VOLUME 13324, PAGE 3696 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 0.017 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 14 and the most easterly corner of Lot 13 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 14 and the northeast line of said Lot 13, N37°25'01"W, 12.42 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.017 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of said Real Property Records;

THENCE continuing along said southwest line and said northeast line N37°25'01"W, 5.00 feet to a calculated point;

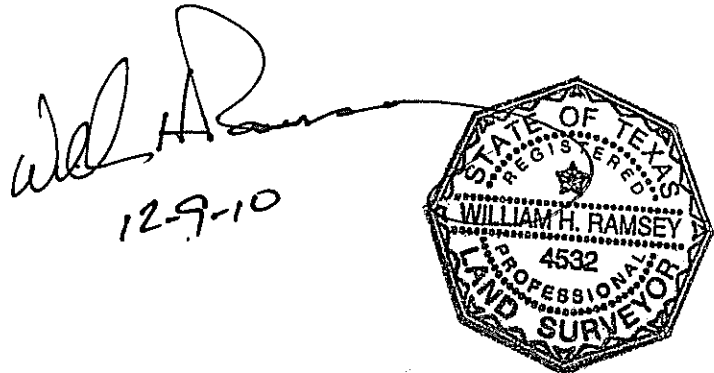
THENCE, departing said southwest line and said northeast line, crossing said Lot 14 the following three (3) courses:

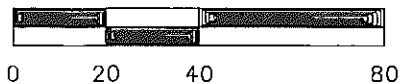
1. N50°46'16"E, 103.27 feet to a calculated point,
2. N05°45'43"E, 28.28 feet to a calculated point, and
3. N50°45'44"E, 17.27 feet to a calculated point on the northeast line of said Lot 14 and the southwest line of Lot 15 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S41°36'18"E, 5.00 feet to a calculated point on the northwest line of said Waterline Easement from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most easterly corner of said Lot 14 and the most southerly corner of said Lot 15 bears S41°36'18"E, 32.45 feet;

THENCE, departing said northeast line and said southwest line, crossing said Lot 14 along said northwest line the following three (3) courses:

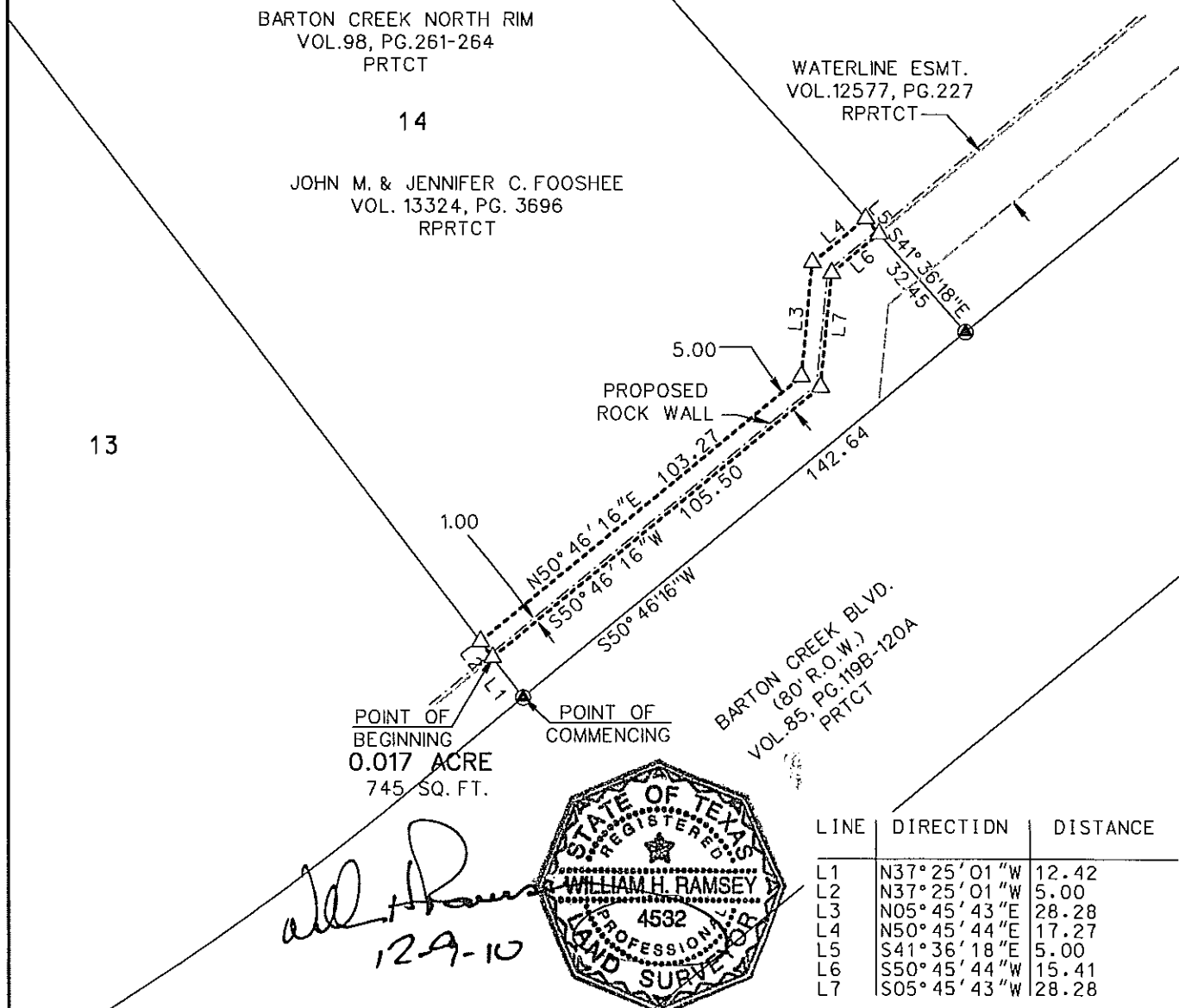
1. S50°45'44"W, 15.41 feet to a calculated point,
2. S05°45'43"W, 28.28 feet to a calculated point, and
3. S50°46'16"W, 105.50 feet to the POINT OF BEGINNING containing 0.017 acre (745 square feet) of land more or less.



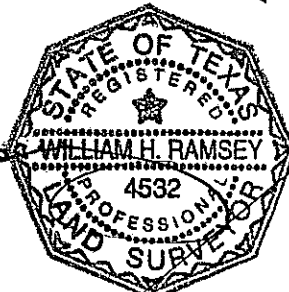


LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS



LINE	DIRECTION	DISTANCE
L1	N37° 25' 01" W	12.42
L2	N37° 25' 01" W	5.00
L3	N05° 45' 43" E	28.28
L4	N50° 45' 44" E	17.27
L5	S41° 36' 18" E	5.00
L6	S50° 45' 44" W	15.41
L7	S05° 45' 43" W	28.28



RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lrsurveying.com

SKETCH TO ACCOMPANY FIELD NOTE NO. 1215-05

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-05.DGN MCO 12-06-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



May 20, 2011 01:46 PM

2011073401

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL AND FENCE EASEMENT AGREEMENT

Preamble

This Agreement is made between James V. Collins and Brenda D. Collins (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 15, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1404 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises described herein. Upon execution of this easement, Grantor shall pay to Grantee the sum of \$18,147.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the existing fence and wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.012 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a 24-inch high limestone wall with decorative metal fence above and columns and metal fencing. Grantor hereby also gives Grantee permission to remove the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing. The metal fencing to be removed from the Property is the existing metal fencing outside of the easement described in paragraph 4 above.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a 24-inch high limestone wall with decorative metal fence above or metal fence in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated 24-inch limestone wall with decorative metal fence above and metal fencing in the easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the 24-inch limestone wall with decorative metal fence above and metal fencing in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

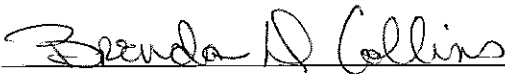
13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

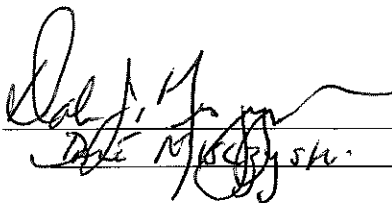
14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011


James V. Collins


Brenda D. Collins
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: 
Dale M. Gryska, its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on MAY 12, 2011 by James V. Collins and Brenda D. Collins, husband and wife.

(SEAL)



SEAL

K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

[Signature] This instrument was acknowledged before me on MAY 12, 2011 by _____, President of North Rim Community, Inc.

(SEAL)



SEAL

K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (2 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 6, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 15, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-04
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.012 ACRE (504 SQUARE FEET) OF LAND BEING A PORTION OF LOT 15, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO JAMES V. AND BRENDA D. COLLINS BY DEED RECORDED IN DOCUMENT NO. 2006151651 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.012 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 15 and the most easterly corner of Lot 14 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 15 and said northeast line of said Lot 14, N41°36'18"W, 32.45 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.012 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county;

THENCE continuing along said southwest line and said northeast line N41°36'18"W, 5.00 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 15, N50°45'44"E, 100.76 feet to a calculated point on the northeast line of said Lot 15 and the southwest line of Lot 16 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S42°36'58"E, 5.01 feet to a calculated point on the northwest line of said Waterline Easement from which a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for a most easterly corner of said Lot 15 and the most southerly corner of said Lot 16 bears S42°36'58"E, 32.50 feet;

THENCE, departing said northeast line and said southwest line, crossing said Lot 15 along said northwest line S50°45'44"W, 100.85 feet to the POINT OF BEGINNING containing 0.012 acre (504 square feet) of land more or less.

1 of 1

William H. Ramsey

129-10

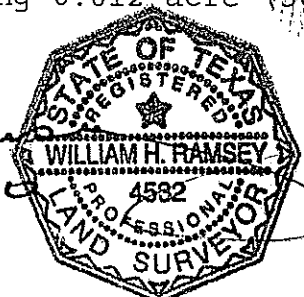
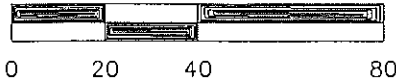


Exhibit "A"



LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

16

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRTCT

15

JAMES V. & BRENDA D. COLLINS
DOC. NO.2006151651
OPRTCT

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

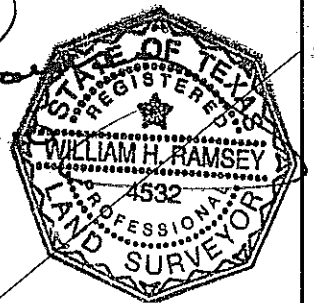
5.00
PROPOSED
ROCK WALL

14

POINT OF
BEGINNING
0.012 ACRE
504 SQ. FT.

POINT OF
COMMENCING
BARTON CREEK BLVD.
(80' R.O.W.)
VOL.85, PG.119B-120A
PRTCT

William H. Ramsey
12-5-



LINE	DIRECTION	DISTANCE
L1	N41°36'18"W	5.00
L2	S42°36'58"E	5.01

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lssurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-04

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-04.DGN MCO 12-02-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



May 20, 2011 01:46 PM

2011073402

MACHADOP: \$48.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL, FENCE AND ENTRY GATE EASEMENT AGREEMENT

Preamble

This Agreement is made between Martin E. Hanaka and Nicole L. Hanaka (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 16, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1400 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises described herein. Upon execution of this easement, Grantor shall pay to Grantee the sum of \$11,600.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the existing fence, wall and entry gate improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date and shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.013 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double sided limestone wall and columns, metal fencing and entry gate improvements. Grantor hereby also gives Grantee permission to remove the existing portion of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing. The metal fencing to be removed from the Property is the portion of the existing metal fencing outside of the easement described in paragraph 4 above.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall, metal fence or entry gate in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-side limestone wall, metal fencing and entry gate in the easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall, metal fencing and entry gate in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 10 day of May, 2011

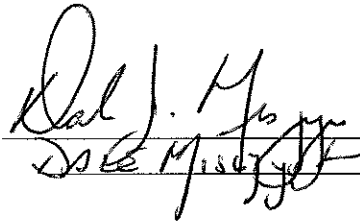


Martin E. Hanaka



Nicole L. Hanaka
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By:  _____
Dale J. Meyer, its President

ACKNOWLEDGMENTS

THE STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on May 10, 2011 by Martin E. Hanaka and Nicole L. Hanaka, husband and wife.



Rebecca Eileen Sante
Notary Public, State of Texas

Rebecca Eileen SANTE
Printed Name
My Commission Expires: July 24, 2011

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

K. Williams This instrument was acknowledged before me on May 13, 2011 by _____, President of North Rim Community, Inc.



K. Williams
Notary public, State of Texas
KIRSTIN WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 2, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 16, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-03
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.013 ACRE (572 SQUARE FEET) OF LAND BEING A PORTION OF LOT 16, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO MARTIN E. AND NICOLE L. NANAKA BY DEED RECORDED IN DOCUMENT NO. 2010036156 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.013 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of said Lot 16 and the most easterly corner of Lot 15 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 16 and said northeast line of said Lot 15, N42°36'58"W, 32.50 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.013 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county;

THENCE continuing along said southwest line and said northeast line N42°36'58"W, 5.01 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 16 the following three (3) courses:

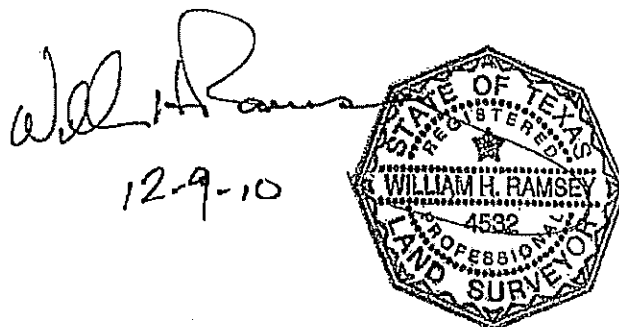
1. N50°45'44"E, 13.73 feet to a calculated point,
2. N04°30'38"W, 19.12 feet to a calculated point, and
3. N51°11'48"E, 81.58 feet to a calculated point on the northeast line of said Lot 16 and the southwest line of Lot 17 of said Barton Creek North Rim;

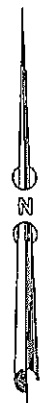
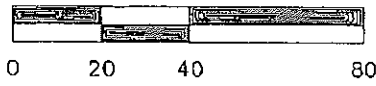
THENCE along said northeast line and said southwest line S44°01'39"E, 5.02 feet to a calculated point from which a 1/2 inch iron rod found for a most easterly corner of said Lot 16 and the most southerly corner of said Lot 17 bears S44°01'39"E, 47.72 feet and N50°46'16"E, 112.20 feet;

THENCE, departing said northeast line and said southwest line, crossing said Lot 16 the following two (2) courses:

1. S51°11'48"W, 79.39 feet to a calculated point, and
2. S04°30'38"E, 19.10 feet to a calculated point on the northwest line of said Waterline Easement;

THENCE continuing across said Lot 16 along said northwest line S50°45'44"W, 16.05 feet to the POINT OF BEGINNING containing 0.013 acre (572 square feet) of land more or less.





LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

18

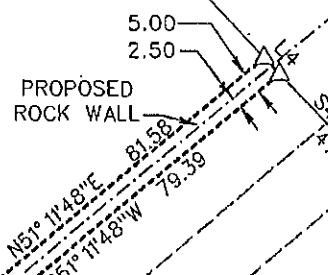
17

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRTCT

16

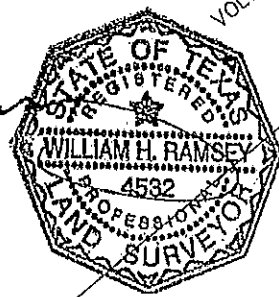
MARTIN E. & NICOLE L. NANAKA
DOC. NO.2010036156
OPRTCT

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT



15

William H. Ramsey
12-9-10



LINE	DIRECTION	DISTANCE
L1	N42°36'58"W	5.01
L2	N50°45'44"E	13.73
L3	N04°30'38"W	19.12
L4	S44°01'39"E	5.02
L5	S04°30'38"E	19.10
L6	S50°45'44"W	16.05

1215\FN1215-03.DGN MCO 12-02-10

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@ramseylandsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-03

JOB NO. 1215-13

COA GRID NO. C-24

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073403

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL EASEMENT AGREEMENT

Preamble

This Agreement is made between Michael A. Baker and Jan M. Baker (collectively referred to as "Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 17, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1310 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises set forth herein. Upon execution of this Agreement, Grantor shall pay to Grantee the sum of \$21,717.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.014 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double-sided limestone wall. Grantor hereby also gives Grantee permission to remove all of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to construct and install the contemplated double-sided limestone wall in the

easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this 12th day of May, 2011

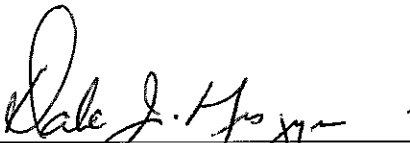
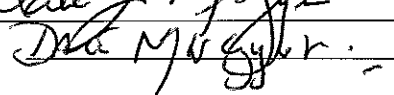


Michael A. Baker



Jan M. Baker
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

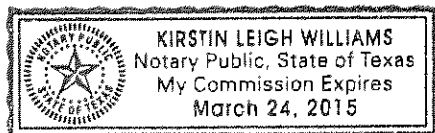
By: 
 , its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ~~February~~ ^{MAY} 12, 2011 by Michael A. Baker and Jan M. Baker, husband and wife.

(SEAL)

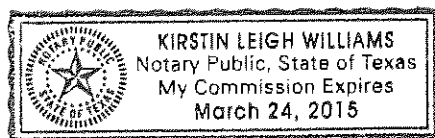


K. Williams
Notary Public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

[Signature] This instrument was acknowledged before me on ~~February~~ ^{MAY} 12, 2011 by _____, President of North Rim Community, Inc.

(SEAL)



K. Williams
Notary public, State of Texas
KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

DECEMBER 2, 2010 JOB NO. 1215-13
CLIENT: NORTH RIM PROP. OWNERS
LOT 17, BARTON CREEK NORTH RIM

FIELD NOTE NO. 1215-02
PROJECT: FENCE/WALL ESMT.
COA GRID NO. C-24

FIELD NOTES

A DESCRIPTION OF 0.014 ACRE (592 SQUARE FEET) OF LAND BEING A PORTION OF LOT 17, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO MICHAEL A. AND JAN M. BAKER BY DEED RECORDED IN DOCUMENT NO. 2006043876 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.014 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found for the most southerly corner of Lot 16 of said Barton Creek North Rim and the most easterly corner of Lot 15 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southeast line of said Lot 16 and said northwest R.O.W. line N50°46'16"E, 108.39 feet to a calculated point for the most southerly corner of said Lot 17 and the most easterly corner of said Lot 16;

THENCE, departing said southeast line and said northwest R.O.W. line, along the southwest line of said Lot 17 and the northeast line of said Lot 16, N44°01'39"W, 47.72 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.014 acre;

THENCE continuing along said southwest line and said northeast line N44°01'39"W, 5.02 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 17 the following four (4) courses:

1. N51°11'48"E, 18.36 feet to a calculated point,
2. S85°24'44"E, 21.60 feet to a calculated point,
3. N50°45'44"E, 77.19 feet to a calculated point, and
4. S84°14'21"E, 0.19 feet to a calculated point on the northeast line of said Lot 17 and the southwest line of Lot 18 of said Barton Creek North Rim;

THENCE along said northeast line and said southwest line S47°22'34"E, 8.33 feet to a calculated point on the northwest

line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county from which a 1/2 inch iron rod found for a most easterly corner of said Lot 17 and the most southerly corner of said Lot 18 bears S47°22'34"E, 29.39 feet;

THENCE, departing said northeast line and said southwest line, crossing said Lot 18 along said northwest line the following two (2) courses:

1. N84°14'21"W, 4.78 feet to a calculated point, and
2. S50°45'44"W, 77.13 feet to a calculated point;

THENCE, departing said northwest line, continuing across said Lot 17 the following two (2) courses:

1. N85°24'44"W, 21.62 feet to a calculated point, and
2. S51°11'48"W, 15.91 feet to the POINT OF BEGINNING containing 0.014 acre (592 square feet) of land more or less.

William H. Ramsey

129-10





LEGEND

- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- ⊙ = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

BARTON CREEK NORTH RIM
VOL.98, PG.261-264
PRTCT

18

17

MICHAEL A. & JAN M. BAKER
DOC. NO.2006043876
OPRTCT

WATERLINE ESMT.
VOL.12577, PG.227
RPRTCT

SEE
DETAIL

PROPOSED
ROCK WALL

16

POINT OF
BEGINNING
0.014 ACRE
592 SQ. FT.

DETAIL
N.T.S.

15

POINT OF
COMMENCING

BARTON CREEK BLVD.
(80' R.O.W.)
VOL.85, PG.198-120A
PRTCT



LINE	DIRECTION	DISTANCE
L1	N44°01'39"W	5.02
L2	N51°11'48"E	18.36
L3	S85°24'44"E	21.60
L4	S47°22'34"E	8.33
L5	N84°14'21"W	4.78
L6	N85°24'44"W	21.62
L7	S51°11'48"W	15.91
L8	S47°22'34"E	29.39
L9	S84°14'21"E	0.19

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lmsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-02

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-02.DGN MCO 12-02-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



May 20, 2011 01:46 PM

2011073404

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



WALL AND FENCE EASEMENT AGREEMENT

Preamble

This Agreement is made between Joseph A. Navarro ("Grantor"), and North Rim Community, Inc. ("Grantee"), whose mailing address is c/o Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Travis County, Texas 78759.

Grant of Easement

1. For the consideration and in accordance with the terms and conditions described in Paragraph 2, Grantor grants to Grantee an easement and right-of-way upon and across the following described property (the "Property") of the Grantor:

Lot 18, BARTON CREEK NORTH RIM, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 98, Pages 261-264 of the Plat Records of Travis County, Texas, also known as street address: 1304 Barton Creek Boulevard, Austin, Texas 78735

Consideration, Terms and Conditions

2. This easement is granted in consideration of the payments and the mutual covenants and promises described herein. Upon execution of this easement, Grantor shall pay to Grantee the sum of \$20,945.00. That amount represents Grantor's pro rata share of the construction, engineering, surveying, legal and administrative cost for Grantee's North Wall Project and Entrance Project. Grantor acknowledges and confirms that Grantee shall be the owner of the existing fence and wall improvements that are contained within the easement described in this Agreement. Grantee agrees to be responsible for maintenance of such improvements. This Agreement is expressly contingent upon Grantee's obtaining necessary easements from the other owners of lots on which improvements will be constructed by Grantee in connection with the North Wall Project and Entrance Project. Upon completion of the North Wall Project and the Entrance Project, Grantee shall calculate the actual final cost thereof and within sixty (60) days of such final completion date, shall notify Grantor the actual cost incurred. If such costs are less than the estimated costs used to calculate the payment set forth herein above, then Grantor shall be entitled to a pro rate refund of the amount paid based upon Grantor's pro rata share. If such final cost exceed the estimated cost used to calculate Grantor's payment set forth above, then within sixty (60) days of notice from Grantee advising of those additional costs, Grantor agrees to pay Grantor's pro rata share of those additional costs.

Character of Easement

3. This instrument grants an easement in gross.

Location of Easement

4. The easement shall be located upon and across the 0.026 acre tract described in the attached Exhibit "A," which is a portion of the above-described Property.

Purpose of Easement

5. This right-of-way easement, with its rights and privileges, shall be used only for the purpose of constructing, repairing, maintaining and rebuilding a double sided limestone wall and columns and metal fencing. Grantor hereby also gives Grantee permission to remove a portion of the existing metal fencing on the Property and provides Grantee a temporary easement across as much as the surface of the Property adjacent to such metal fencing as may be reasonably necessary for Grantee to remove such metal fencing. The metal fencing to be removed from the Property is the portion of the existing metal fencing outside of the easement described in paragraph 4 above.

Duration of Easement

6. This easement shall be for as long as Grantee shall maintain a double-sided limestone wall or metal fence in the easement.

Warranty of Title

7. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to Grantee and Grantee's heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

Nonexclusiveness of Easement

8. The easement, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Indemnity

9. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

Easement for Construction and Repair

10. In addition to the easement located as specified in Paragraph 4, Grantee shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably

necessary for Grantee to construct and install the contemplated double-sided limestone wall in the easement. Grantee shall also have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for Grantee to have access to the easement for the purpose of repairing, maintaining or replacing the double-sided limestone wall and metal fencing in the easement.

Rights Reserved

11. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement or any and all purposes that do not interfere with and prevent Grantee's use of the easement.

Entire Agreement

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

Dispute Expenses and Attorney's Fees

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

Assignability and Binding Effect

14. This easement shall be assignable by Grantee. This Agreement shall bind and inure to the benefit of the Grantee and any successors and assigns and to the benefit of the Grantor and the Grantor's heirs, personal representatives, successors, and assigns.

EXECUTED this ^{12th}~~28~~ day of ^{May}~~February~~, 2011

Joseph A. Navarro

Joseph A. Navarro
(the "Grantor(s)")

NORTH RIM COMMUNITY, INC.
(the "Grantee")

By: David M. Czajkowski
David M. Czajkowski, its President

ACKNOWLEDGMENTS

THE STATE OF TEXAS

§

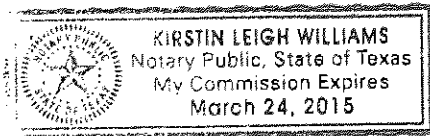
§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on ^{MAY} ~~February~~ 12, 2011 by Joseph A. Navarro.

(SEAL)



K. Williams
Notary Public, State of Texas

KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

THE STATE OF TEXAS

§

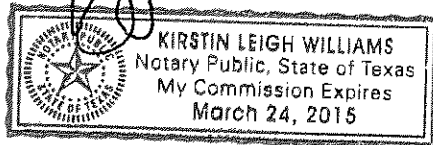
§

COUNTY OF TRAVIS

§

Dale J. Hays This instrument was acknowledged before me on ^{MAY} ~~February~~ 12, 2011 by _____, President of North Rim Community, Inc.

(SEAL)



K. Williams
Notary public, State of Texas

KIRSTIN LEIGH WILLIAMS
Printed Name
My Commission Expires: 3/24/15

ATTACHMENT: Exhibit "A" Metes and Bounds Description of Easement (3 pages)

AFTER RECORDING RETURN TO:

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

FIELD NOTES

A DESCRIPTION OF 0.026 ACRE (1135 SQUARE FEET) OF LAND BEING A PORTION OF LOT 18, BARTON CREEK NORTH RIM, A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 98, PAGES 261-264 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, HAVING BEEN CONVEYED TO WILLIAM R. GOERTZ, TRUSTEE FOR JOSEPH A. NAVARRO BY DEED RECORDED IN DOCUMENT NO. 2004220655 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.026 ACRE, AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2 inch iron rod found for the most southerly corner of said Lot 18 and the most easterly corner of Lot 17 of said Barton Creek North Rim on the northwest right-of-way (R.O.W.) line of Barton Creek Boulevard (80 foot wide public R.O.W.) dedicated by plat recorded in Volume 85, Pages 119B-120A of said Plat Records;

THENCE along the southwest line of said Lot 18 and the northeast line of said Lot 17, N47°22'34"W, 29.39 feet to a calculated point for the POINT OF BEGINNING of the herein described 0.026 acre on the northwest line of a Waterline Easement dedicated by instrument recorded in Volume 12577, Page 227 of the Real Property Records of said county;

THENCE continuing along said southwest line and said northeast line N47°22'34"W, 8.33 feet to a calculated point;

THENCE, departing said southwest line and said northeast line, crossing said Lot 18 the following six (6) courses:

1. S84°14'21"E, 28.06 feet to a calculated point,
2. N50°45'47"E, 60.18 feet to a calculated point,
3. N05°45'46"E, 25.17 feet to a calculated point,
4. N65°05'26"E, 21.60 feet to a calculated point,
5. N57°28'19"E, 51.41 feet to a calculated point, and
6. N61°27'13"E, 42.02 feet to a calculated point on the east line of said Lot 18 and the west line of Lot 19 of said Barton Creek North Rim;

THENCE along said east line and said west line S37°16'34"E, 5.06 feet to a calculated point from which a 1/2 inch iron rod found

for a southeast corner of said Lot 18 and the southwest corner of said Lot 19 bears S37°16'34"E, 11.43 feet;

THENCE, departing said east line and said west line, crossing said Lot 18 the following three (3) courses:

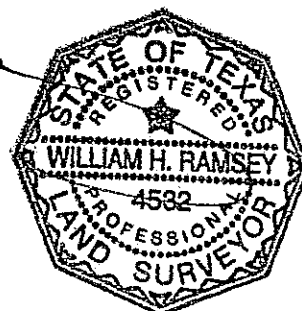
1. S61°27'13"W, 42.62 feet to a calculated point,
2. S57°28'19"W, 51.57 feet to a calculated point, and
3. S65°05'26"W, 19.09 feet to a calculated point on the northwest line of said Waterline Easement;

THENCE continuing across said Lot 18 along said northwest line the following three (3) courses:

1. S05°45'46"W, 24.39 feet to a calculated point,
2. S50°46'16"W, 64.32 feet to a calculated point, and
3. N84°14'21"W, 23.47 feet to the POINT OF BEGINNING containing 0.026 acre (1135 square feet) of land more or less.

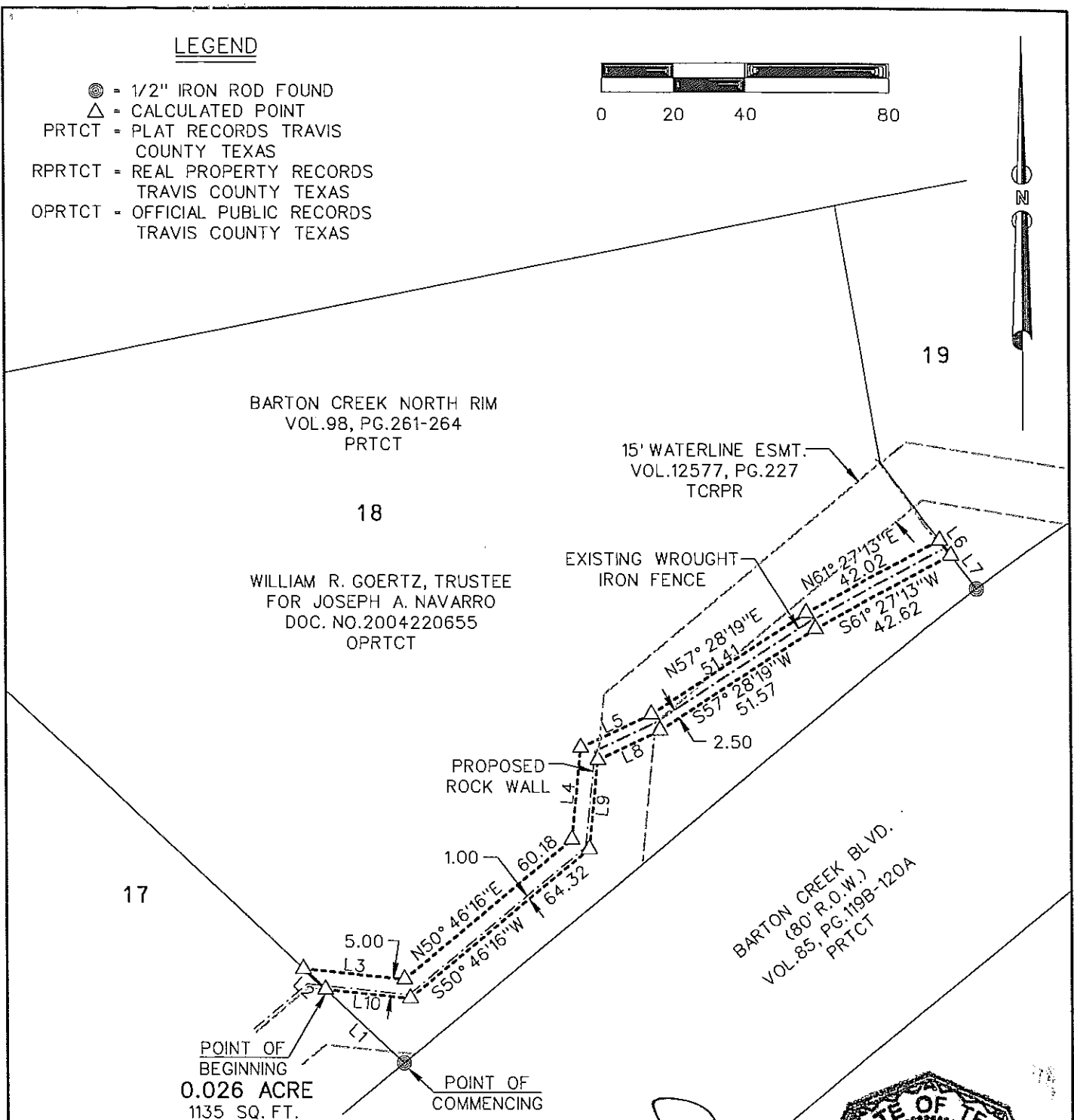
William H. Ramsey

12-9-10



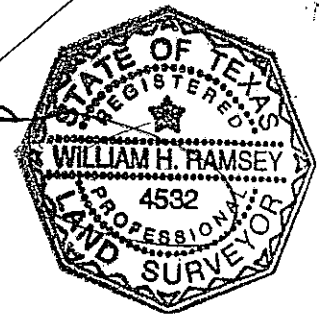
LEGEND

- ⊙ = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- PRTCT = PLAT RECORDS TRAVIS COUNTY TEXAS
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS



LINE	DIRECTION	DISTANCE
L1	N47°22'34"W	29.39
L2	N47°22'34"W	8.33
L3	S84°14'21"E	28.06
L4	N05°45'46"E	25.17
L5	N65°05'26"E	21.60
L6	S37°16'34"E	5.06
L7	S37°16'34"E	11.43
L8	S65°05'26"W	19.09
L9	S05°45'46"W	24.39
L10	N84°14'21"W	23.47

William H. Ramsey
12-9-10



RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@ramseylandsurveying.com

SKETCH TO ACCOMPANY
FIELD NOTE NO. 1215-01

JOB NO. 1215-13

COA GRID NO. C-24

1215\FN1215-01.DGN CAR 12-02-10

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 20, 2011 01:46 PM

2011073405

MACHADOP: \$52.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

ADOPTION OF RULES AND REGULATIONS
OF
NORTH RIM COMMUNITY, INC.

Document reference. Reference is hereby made to that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, filed at Vol 12717, Pg. 2028 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of North Rim Community, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 3.04(c) of the Declaration, Section 7.1(a) of the Association's bylaws, and/or State law; and

WHEREAS the Board has voted to adopt the Rules attached as Exhibit "A";

THEREFORE the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

NORTH RIM COMMUNITY, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:

President

Exhibit "A": Rules

Acknowledgement

STATE OF TEXAS

§

COUNTY OF

TRAVIS

§

20 11, This instrument was executed before me on the 10th day of NOVEMBER, by DALE MISCZYNSKI in the capacity stated above.

K. Williams
Notary Public, State of Texas

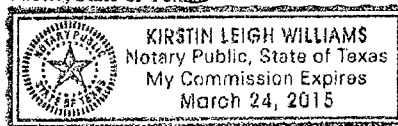


EXHIBIT "A"

TABLE OF CONTENTS

Section I.	Record Production
Section II.	Record Retention
Section III.	Payment Plans
Section IV.	Voting
Section V.	Email Addresses

SECTION I. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the

records are kept in a remote location and must be retrieved from it

7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
 - a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION II. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION III. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
Standard payment plans. An Owner is eligible for a Standard Payment Plan (see Rule (3) below) only if:
 - a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
 - b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming

that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and

- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also paragraph 6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF).
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of ten percent (10%) per annum, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and

costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 3 shall be the default term length absent board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION IV. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION V. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

After recording, please return to:

Niemann & Hoyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:NorthRim:RulesAdoptper2011Law10-11.doc



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 14 2011 11 41 AM

FEE. \$ 36.00 2011165977

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 23, 2019 02:14 PM Fee: \$34.00

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Electronically Recorded

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intentionally added for
electronic file stamp.

OCT 21 2019

NORTH RIM COMMUNITY, INC.

SECRETARY'S CERTIFICATE

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of North Rim Community, Inc., a Texas non-profit corporation ("Association") and that:

Attached hereto is a true and correct copy of the Collection Directive for the North Rim Community, duly approved by the Board of Directors of the Association.

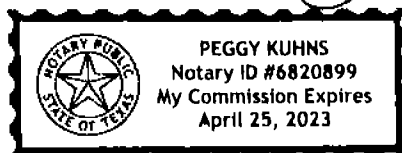
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 21 day of October, 2019.

By: Isabella Cunningham
 Printed Name: ISABELLA CUNNINGHAM
 Secretary, Board of Directors

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21 day of October, 2019, by Isabella Cunningham, Secretary of the Board of Directors of North Rim Community, Inc., on behalf of said non-profit corporation.

[SEAL]



Peggy Kuhns
 Notary Public, State of Texas
 My Commission Expires: 4/25/2023

AFTER RECORDING RETURN TO:

Bill Flickinger
 Willatt & Flickinger, PLLC
 12912 Hill Country Blvd., Ste. F-232
 Austin, Texas 78738

OCT 03 2019

COLLECTION DIRECTIVE

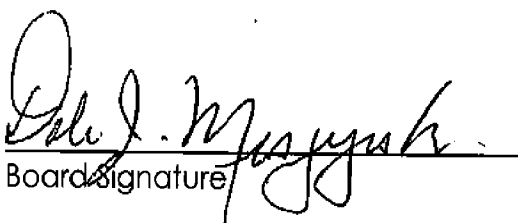
ASSOCIATION: **NORTH RIM COMMUNITY ASSOCIATION, INC.**

COLLECTION PROCESS	ACTION	LATE FEE	LATE INTEREST	LATE DATE	NOTES
Friendly Reminder	Mailed after late date with late fee added	\$100 per month	N/A	5 TH of each Month	Send until paid in full or trigger is reached
CMA Demand	35 Day Demand Trigger: 3 months (for total balance due including assessments, fines and fees)	\$100 per month	N/A	5 TH of each Month	Certified & Regular Mail Legal Action Pending

ASSOCIATION ATTORNEY:
Willatt & Flickinger

PAYMENT PLAN: PAYMENT PLAN POLICY RECORDED IN TRAVIS COUNTY ON 11/14/2011
 ELECTRONICALLY RECORDED #2011165977

OTHER:


 Board Signature

Dale J. Misczynski
 Printed Name

September 30, 2019
 Date

President
 Board Position



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 03, 2020 03:21 PM Fee: \$30.00

2020161605

Electronically Recorded

NORTH RIM COMMUNITY, INC.

SECRETARY'S CERTIFICATE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned hereby certifies that she is the duly elected, qualified and acting Secretary of North Rim Community, Inc., a Texas non-profit corporation ("Association") and that:

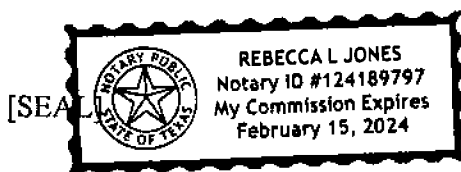
Attached hereto is a true and correct copy of the Rules and Regulations of North Rim Community, Inc., duly approved by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 28th day of August, 2020.

By: *Isabella Cunningham*
Isabella Cunningham
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of August, 2020, by Isabella Cunningham, Secretary of the Board of Directors of North Rim Community, Inc., on behalf of said non-profit corporation.



Rebecca L. Jones
Notary Public, State of Texas

My Commission Expires: 02-15-2024

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger, PLLC
12912 Hill Country Blvd., Ste. F-232
Austin, Texas 78738

Rules and Regulations of North Rim Community, Inc.

Adopted August 26, 2020

The Board of Directors (the "Board") of North Rim Community, Inc. (the "Association"), pursuant to the authority granted to it by Article III, Section 3.04(c) of Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim recorded in Volume 1217, Page 2028 et seq., of the Real Property Records of Travis County, Texas and as amended by the amendments thereto recorded in Volume 12980, Page 2243 and Volume 13118, Page 192, of the Real Property Records of Travis County, Texas and as further amended by the amendments thereto recorded in Documents 2009185191, 2016072360 and 2019095027 of the Official Public Records of Travis County, Texas (collectively herein the "Declaration"), hereby adopts and approves the following Rules and Regulations for North Rim Community, Inc.. to be effective upon recording the Official Public Records of Travis County, Texas:

The following are hereby adopted as Rules and Regulations of the Association:

A maximum of four (4) remote gate openers will be issued per residence upon request. A non-refundable fee in the amount of \$25 shall be collected for each remote gate opener provided by the Association. All remote gate openers must be returned to the Association when the resident moves from the community.

These Rules and Regulations are in addition to the provisions of Article II, Section 2.28(i) of the Declaration on Gate Access. To the extent that these Rules and Regulations conflict with that section of the Declaration, the provisions of the Declaration shall prevail.