

FIRST AMENDMENT TO RESTRICTIVE COVENANT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This First Amendment to Restrictive Covenant is made to be effective on the date hereinafter set forth by and between (current owner) Lumbermen's Investment Corporation ("LIC"), a Delaware corporation with offices in Travis County, Texas, and David B. Armbrust and wife, Cheryl Armbrust ("Armbrust") of Travis County, Texas.

RECITALS:

A. Certain parties entered into a Restrictive Covenant (the "Restrictions") recorded in Volume 11596, Page 71, Real Property Records of Travis County, Texas, pertaining to certain land out of the Henry P. Hill survey No. 21 in Travis County, Texas, more particularly described in the Restrictions (the "Restricted Land"), for the benefit of and enforceable by Armbrust as the owners of Lot Three (3), of the Amended Plat of Lots, 3, 4 and 4, Block B, Treemont, Phase A, Section I, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 86, Pages 178C and 178D, Plat Records of Travis County, Texas (the "Armbrust Land").

B. LIC contemplates acquiring the portion of the Restricted Land more particularly described on Exhibit "A" attached hereto (the "LIC Land") and constructing thereon an office project ("Project") as shown on the Site Plan attached as Exhibit "B" ("Site Plan").

C. LIC and Armbrust have agreed to amend the Restrictions with respect to the LIC Land, and have agreed that this First Amendment shall supersede (as to the LIC Land) for all purposes the Restrictions, shall be for the benefit of Armbrust and Armbrust's heirs, administrators and assigns as subsequent owners of the Armbrust Land, and shall be covenants to run with the LIC Land and binding upon LIC and LIC's successors and assigns as subsequent owners of the LIC Land or any portion thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LIC and Armbrust do hereby declare that the LIC Land shall be held, transferred, sold and conveyed subject to the following restrictions, covenants and conditions:

1. The LIC Land shall be developed, improved and used for no other purpose or use except as the Project in accordance with the Site Plan. The following criteria and conditions shall apply to any development or improvements constructed on the LIC Land:

- (a) No road, driveway or other vehicular access shall be permitted to connect the LIC Land to Thousand Oaks Drive or Capital Parkway.
- (b) No air conditioning, mechanical equipment, antennae or other mechanical or electrical equipment, other than vents, shall be located on the roof tops of any buildings. All air conditioning, heating, cooling towers and other mechanical equipment shall be located on the east or south sides of the buildings and/or parking structures only.
- (c) The building construction areas and control points shall be limited as shown on the Site Plan. No improvements, other than single story building(s) (not exceeding in the aggregate a maximum gross area of 7,500 square feet or thirty-five feet (35') in height) and/or recreational facilities, shall be constructed outside of the areas shown on the Site Plan as building construction areas and control points.
- (d) Building heights, other than parking structure elevators and stairways, shall not exceed the maximum heights depicted on the Site Plan, except that where required by applicable building codes, a single stairway accessing the roof of the four-story office building shall be permitted to exceed the maximum height limitation, provided such stairway is located to the south and east portions of the building. Notwithstanding City of Austin standards for calculating height, all signs, flag poles, mechanical units, gables, roofs, penthouses, and antennae or decorative features shall not exceed the maximum height limitations shown on the Site Plan.
- (e) Exterior walls shall be masonry, concrete and/or glass of earth tone colors. Roofs shall also be constructed of earth tone colors.

- (f) Trees may be removed only as needed for driveways, parking, walkways, and buildings, and related Project improvements as depicted on the Site Plan.
- (g) All lighting shall be shielded so that the cone of light falls directly below the fixture on the LIC Land. No lighting shall be directed or oriented toward the single family lots on Regents Park. Lighting on the parking structure shall use low level/shielded techniques to the extent reasonably practical consistent with safety and security concerns for the parking area.
- (h) Dumpsters shall be recessed, screened, and located at least fifty feet (50') from the existing right of way of Capital Parkway, and no trash collection shall be allowed between 9:00 p.m. and 7:00 a.m. All dumpsters and service areas shall be screened from view from the existing single family lots on Regents Park.
- (i) No exterior loudspeakers or flashing signs shall be permitted on the LIC Land.
- (j) The area between Capital Parkway and the existing single family lots on Regents Park shown on the Site Plan as "greenbelt" shall remain permanently as greenbelt area and may be used for no purpose other than as open space in its natural state. There shall be no clearing of any vegetation or trees, and no buildings, structures or improvements shall be constructed, in, upon or within the greenbelt area. Recreational uses, including but not limited to picnic tables and jogging paths shall be prohibited within the greenbelt area.
- (k) Any cafeteria, restaurant or food service use within the Project shall utilize appropriate ventilation/technology to prevent exterior odors.
- (l) The west side of the parking structure depicted on the Site Plan shall be screened from view of the Regents Park lots with landscaping or

decorative walls to minimize the visual impact on the Regents Park lots

- (m) No windows shall be located on the portion of the Project buildings which directly overlook the Regents Park lots as shown on the Site Plan.
- (n) LIC at its election may develop a recreational area at the southern end of the LIC Land. Any such area shall be available for use by occupants of the Project, and at LIC's election by members of the Thousand Oaks residential neighborhood, but not by any other persons. No general public access or use shall be permitted.

2. The foregoing restrictions, covenants and conditions shall be deemed to be covenants running with the LIC Land, are solely for the benefit of Armbrust and Armbrust's heirs, administrators, and assigns as subsequent owners of the Armbrust Land, and shall continue in force and effect for a period of ninety-nine (99) years unless terminated in accordance with the provisions of paragraph 3. If the owner of any portion of the LIC Land, or their successors, assigns or tenants, shall violate or attempt to violate any of the foregoing restrictions, covenants and conditions during the term of this First Amendment, it shall be lawful for Armbrust and Armbrust's heirs, successors and assigns as subsequent owners of the Armbrust Land, to prosecute any proceeding at law or in equity against the persons or person violating or attempting to violate any such restrictions, covenants and conditions, to enjoin violation to enforce specific performance, to recover damages, or to seek other appropriate legal or equitable remedy.

3. This First Amendment may be modified and amended, or terminated prior to its expiration, as to all or any part of the LIC Land only by a written instrument executed by Armbrust or Armbrust's heirs, administrators and assigns, as subsequent owners of the Armbrust Land, and the owner or owners of the portion of the LIC Land affected by such modification, amendment or termination at the time of such modification, amendment or termination.

4. This First Amendment shall not affect any of the Restricted Land other than the LIC Land, and the Restrictions shall continue and be applicable as to all of the Restricted Land other than the LIC Land.

Executed by the parties on the date set forth below their respective signatures to be effective as set forth above.

David B. Armbrust
David B. Armbrust

Date: 10/4/93

Cheryl Armbrust
Cheryl Armbrust

Date: 10/4/93

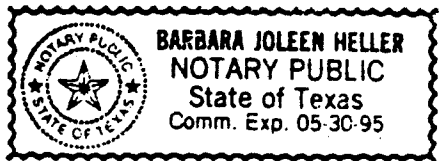
LUMBERMEN 'S INVESTMENT CORPORATION

By: *J.M. Shorter*
Name (print): J.M. SHORTER
Title (print): PRESIDENT
Date: Sept. 29, 1993

THE STATE OF TEXAS §§
 §
COUNTY OF TRAVIS §

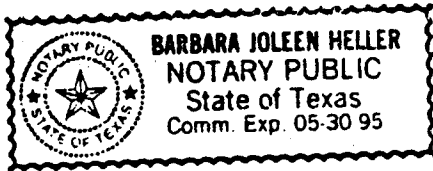
This instrument was acknowledged before me on the 4th day of October 1993 by David B. Armbrust.

Barbara Joleen Heller
Notary Public, State of Texas



THE STATE OF TEXAS §
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This instrument was acknowledged before me on the 4th day of October 1993 by Cheryl Armbrust.



Barbara Joleen Heller
Notary Public, State of Texas

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This instrument was acknowledged before me on the 29th day of September 1993 by W. J. M. Shorter, President of Lumbermen's Investment Corporation, a Delaware corporation, on behalf of said corporation.

Wm. Terry Bray
Notary Public, State of Texas

After recording, return to:

Wm. Terry Bray
Graves, Dougherty, Hearon & Moody, P.C.
P.O. Box 98
Austin, Texas 78767-0098

EXHIBIT A

- Tract 1: 41.785 acres of land, more or less, out of the Henry P. Hill Survey No. 21 in the City of Austin, Travis County, Texas, as more particularly described on Exhibit A-1 attached hereto and made a part hereof.
- Tract 2: Lot 1, Block J, TREEMONT, PHASE B, SECTION FOUR, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 90, Pages 253-254, Plat Records of Travis County, Texas.
- Tract 3: Lot 6, WALLINGWOOD SECTION 11, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 83, Pages 102D-103D, Plat Records of Travis County, Texas.

EXHIBIT A-1

FIELD NOTES

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE HENRY P. HILL SURVEY NO. 21, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; BEING A REMAINING PORTION OF A 308.36-ACRE TRACT AS CONVEYED TO GEORGE S. HALL, III, BY DEED RECORDED IN VOLUME 7667, PAGE 104 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2" iron rod found at the intersection of the northwest right-of-way line of MoPac Expressway (Loop 1) and the southwest right-of-way line of Capital Parkway. Said iron rod found also being the most easterly corner of Lot 1, Block J, Troonmont Phase B, Section Four, a subdivision as recorded in Book 90, Pages 253-254 of the Plat Records of Travis County, Texas; Thence, with the northwest right-of-way line of MoPac Expressway (Loop 1), the following two (2) courses: S47°58'12"W a distance of 150.00 feet to a brass disk in concrete found and S58°29'22"W a distance of 91.79 feet to a 1" iron rod found on the north line of Lot 6 of Wallingwood Section Two, a subdivision as recorded in Book 83, Pages 102D - 103D of the Plat Records of Travis County, Texas; Thence, with the north and northeast lines of said Lot 6, the following two (2) courses: S87°45'24"W a distance of 403.87 feet to a 1/2" iron rod found and S47°52'43"W a distance of 285.35 feet to a 1/2" iron rod found on the proposed northeast right-of-way line Barton Skyway for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the northwest line of said Lot 6, S47°54'28"W, pass a 1/2" iron rod found on the proposed southwest right-of-way line of Barton Skyway at 121410 feet, and continuing on for a total distance of 790.90 feet to a 1" iron rod found on the northwest right-of-way line of MoPac Expressway (Loop 1) at an angle point;

THENCE, with the northwest right-of-way line of MoPac Expressway (Loop 1), the following three (3) courses:

- 1) S58°28'18"W a distance of 280.40 feet to a brass disk in concrete found at an angle point;
- 2) S57°02'28"W a distance of 374.43 feet to a brass disk in concrete found at an angle point; and
- 3) S55°37'29"W a distance of 202.04 feet to a 1/2" iron rod found in concrete at the most easterly corner of Lot 4a, Block "K" of Troonmont, Phase B-1, Lot 4a, Block "K", a subdivision as recorded in Book 89, Pages 152 and 153 of the Plat Records of Travis County, Texas for an outside corner of this tract;

THENCE, with the northeast line of said Lot 4a, N26°52'06"W a distance of 361.47 feet to a 1/2" iron rod found in concrete for an inside corner of this tract;

THENCE, with the northwest line of said Lot 4a, S55°36'47"W a distance of 249.86 feet to a 1/2" iron rod found in concrete for an inside corner of this tract;

THENCE, with the southwest line of said Lot 4a, the following three (3) courses:

- 1) S26°51'45"E a distance of 311.46 feet to a 1/2" iron rod

found for an inside corner of this tract;

- 2) $N55^{\circ}26'57''E$ a distance of 49.90 feet to a 1/2" iron rod found for an outside corner of this tract; and
- 3) $S27^{\circ}01'13''E$ a distance of 80.20 feet to a 1/2" iron rod found in concrete on the northwest right-of-way line of MoPac Expressway (Loop 1) for an outside corner of this tract;

THENCE, with the northwest right-of-way line of MoPac Expressway (Loop 1), the following four (4) courses:

- 1) $S55^{\circ}37'06''W$ a distance of 226.74 feet to a brass disk in concrete found at an angle point;
- 2) $S57^{\circ}36'45''W$ a distance of 282.89 feet to a 1/2" iron rod in concrete found at an angle point;
- 3) $S43^{\circ}22'23''W$ a distance of 351.85 feet to a concrete nail in concrete found at an angle point; and
- 4) $S61^{\circ}00'28''W$ a distance of 97.89 feet to a 1/2" iron rod found at the southeast corner of Lot 49 of Beechwood Section Four, a subdivision as recorded in Book 79, Pages 350 - 352 of the Plat Records of Travis County, Texas, for the most southerly corner of this tract;

THENCE, with the east line of said Beechwood Section Four, the following two (2) courses:

- 1) $N01^{\circ}01'35''E$ a distance of 266.27 feet to a 1/2" iron rod found at an angle point; and
- 2) $N00^{\circ}48'19''E$ a distance of 964.70 feet to 1/2" iron rod found at the most southerly corner of Lot 9, Block "B" of Replat of Lot 9, Block B, Treemont, Phase "A", Section 1, a subdivision as recorded in Book-87, Page 104C of the Plat Records of Travis County, Texas;

THENCE, with the south line of said Lot 9 and the south line of Lot 8, Block "B" of Treemont, Phase "A", Section 1, a subdivision as recorded in Book 83, Pages 134D-135B of the Plat Records of Travis County, Texas, $S65^{\circ}38'38''E$ a distance of 305.91 feet to a 1/2" iron rod found at an angle point;

THENCE, with the southeast line of Lots 6, 7 and 8 of said Block "B", the following two (2) courses:

- 1) $N63^{\circ}06'26''E$ a distance of 302.60 feet to a 1/2" iron rod found at an angle point; and
- 2) $N36^{\circ}44'11''E$ a distance of 135.98 feet to a 1/2" iron rod found at the most southerly corner of Lot 4 of The Amended Plat of Lots 3, 4, & 5, Block "B", Treemont, Phase "A", Section 1, a subdivision as recorded in Book 86, Pages 178C and 178D of the Plat Records of Travis County, Texas;

THENCE, with the southeast line of said Lot 4, the following two (2) courses:

- 1) $N36^{\circ}45'10''E$ a distance of 197.00 feet to a 1/2" iron rod found at an angle point; and
- 2) $N47^{\circ}16'19''E$ a distance of 119.25 feet to a 1/2" iron rod found at the most southerly corner of Lot 3 of said The Amended Plat ... Treemont, Phase "A", Section 1;

THENCE, with the southeast line of said Lot 3, $N47^{\circ}13'48''E$ a distance of 114.35 feet to a 1/2" iron rod found at the most southwest corner of Lot 2 of said Treemont, Phase A, Section 1;

THENCE, with the south line of said Lot 2, N85°10'27"E a distance of 187.63 feet to a 1/2" iron rod found at the southwest corner of Lot 1 of Tremont, Phase A, Section 1;

THENCE, with the south line of said Lot 1, N65°43'40"E a distance of 140.65 feet to a 1/2" iron rod found on the west right-of-way line of Thousand Oaks Drive at the southeast corner of said Lot 1;

THENCE, with the west right-of-way line of Thousand Oaks Drive, the following two (2) courses:

- 1) S27°25'24"E a distance of 40.49 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a nontangent point of curvature of a curve to the right; and
- 2) Along said curve to the right an arc distance of 23.83 feet, having a radius of 15.00 feet and a chord which bears S27°34'37"W a distance of 21.19 feet to a 1/2" iron rod found at the intersection with the northwest right-of-way line of Capital Parkway;

THENCE, with the northwest right-of-way line of Capital Parkway, the following four (4) courses:

- 1) Along a curve to the left an arc distance of 153.17 feet, having a radius of 378.05 feet and a chord which bears S56°21'57"W a distance of 152.12 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency;
- 2) S44°19'51"W a distance of 168.55 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at point of curvature of a curve to the right;
- 3) Along said curve to the right an arc distance of 273.46 feet, having a radius of 834.20 feet and a chord which bears S53°43'20"W a distance of 272.24 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency; and
- 4) S63°06'48"W a distance of 405.39 to a 1/2" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;

THENCE S26°53'12"E a distance of 90.00 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA on the southeast right-of-way line of Capital Parkway for an inside corner of this tract;

THENCE, with the southeast right-of-way line of Capital Parkway, the following eight (8) courses:

- 1) N63°06'48"E a distance of 405.39 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at point of curvature of a curve to the left;
- 2) Along said curve to the left an arc distance of 302.87 feet, having a radius of 924.20 feet and a chord which bears N53°43'20"E a distance of 301.61 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency;
- 3) N44°19'51"E a distance of 168.55 to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the right;
- 4) Along said curve to the right an arc distance of 117.22 feet, having a radius of 288.05 feet and a chord which bears N56°32'30"E a distance of 116.42 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency;
- 5) N17°13'07"E a distance of 90.01 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a nontangent point of curvature of a curve to the left;
- 6) Along said curve to the left an arc distance of 260.48 feet, having a radius of 602.82 feet and a chord which bears

N55°16'56"E a distance of 256.46 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

7) N42°44'52"E a distance of 198.51 to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency of a curve to the right; and

8) Along said curve to the right an arc distance of 23.86 feet, having a radius of 18.00 feet and a chord which bears N87°47'05"E a distance of 71.32 feet to a 1/2" iron rod found at the intersection with the proposed southwest right-of-way line of Barton Skyway;

THENCE N42°46'15"E a distance of 120.00 feet to a 1/2" iron rod found at the intersection of the proposed northeast right-of-way line of Barton Skyway and the southeast right-of-way line of Capitol Parkway;

THENCE, with the proposed northeast right-of-way line of Barton Skyway, the following three (3) courses:

1) S 47°11'37"E a distance of 331.42 feet to a 1/2" iron rod found at a point of tangency of a curve to the right;

2) Along said curve to the right an arc distance of 213.99 feet, having a radius of 1000.00 feet and a chord which bears S40°42'33"E a distance of 213.38 feet to a 1/2" iron rod found at a point of tangency; and

3) S35°17'00"E a distance of 39.86 feet to the POINT OF BEGINNING, and containing 41.785 acres of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma from a survey made on the ground on July 15, 1992 under my supervision and are true and correct to the best of my knowledge.

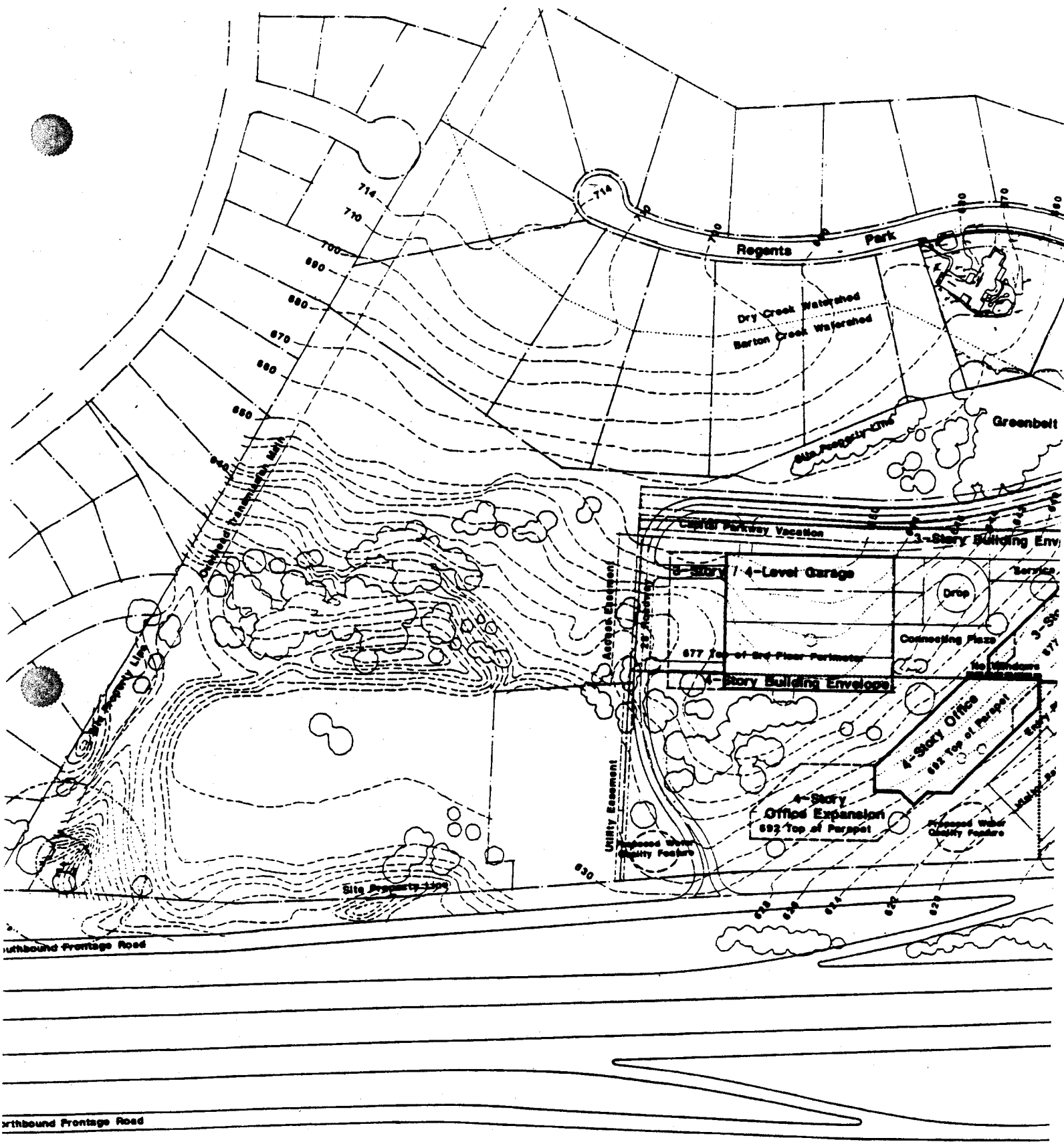
Ray O. Cooper

Ray O. Cooper
Registered Professional Land Surveyor



7/16/92
Date

Client: Treemont Development Ltd.
Date: July 15, 1992
NO No.: 0119-01-01
PB No.: 23, 24 & 26
Disk: A062A.026

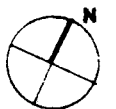




GENERAL NOTES:

- 1) All Project improvements shall be constructed within the vertical and horizontal envelopes set forth on the Site Plan. Construction of buildings, parking structures and other vertical improvements outside of such vertical and horizontal envelopes, other than single story buildings (not exceeding in the aggregate a maximum gross area of 7,500 square feet or three-feet (3ft) less in height) and/or recreational facilities, is prohibited; provided, parking structure elevators and stairways, may exceed the maximum height limitation of the three-story building vertical envelope, and provided further, that where required by applicable building codes, a single stairway exceeding the roof of the four-story office building shall be permitted to exceed the maximum height limitation of the four-story building vertical envelope if such stairway is located to the south and east portions of the building. Where such envelopes, modifications may be made based on final design and City of Austin approval.
- 2) Locations and areas of water quality ponds, setbacks from critical environmental features, and drives and surface parking area are approximate, and may be modified based on final design and approvals by the City of Austin.

SITE PLAN



0 100 200 300 400 500

DECLARATION OF RESTRICTIVE COVENANTS
TREEMONT SUBDIVISION
CITY OF AUSTIN ZONING FILE NO. C14-86-161

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

WHEREAS, George S. Nalle, III (hereinafter referred to as "Declarant") is the owner of approximately 61.7 acres of land in Travis County, Texas, consisting of eleven (11) tracts of land more fully described on Exhibit "A" attached hereto and incorporated herein by reference (each of which is sometimes referred to as "Tract ___" with a number that corresponds to those listed on Exhibit "A" and which are collectively sometimes referred to as the "Property"); and

WHEREAS, Declarant, his successors or assigns intends to develop the Property and has agreed to impose certain restrictions and covenants on such development in order to preserve and protect views of the City from surrounding residential tracts and to assure its compatibility with other existing and planned development for the area;

WHEREAS, the City of Austin and Declarant have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreements in writing;

NOW, THEREFORE, Declarant, for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid by the City of Austin, the sufficiency and receipt of which are hereby acknowledged, does hereby agree with respect to the Property, such agreement to be deemed and considered as a covenant running with the land for the benefit of the City of Austin and surrounding property owners, and which shall be binding upon Declarant, his heirs, administrators and assigns; to wit:

Article I

Land Use and Site Development Standards

1.01 Tract One shall be used for no purpose other than as a greenbelt and natural open space area. There shall be no

clearing of vegetation or trees on Tract One other than weeds and underbrush nor shall any buildings, structures or improvements be constructed on Tract One other than a fence along one or more of the perimeter property lines, identification or directional signage and decorative features not used for occupancy.

1.02 Tract Two shall be developed with a floor to area ratio not to exceed a .2 to 1.

1.03 Tract Three shall be developed with a floor to area ratio not to exceed a .35 to 1.

1.04 Tract Five shall be developed with a floor to area ratio not to exceed a .4 to 1.

1.05. The following development standards shall apply to Tracts Six and Seven:

(a) Notwithstanding any permissible height limitation which may be greater, the highest point of any buildings, structures or improvements, including but not limited to roofs, signs, flag poles, structures, mechanical, air conditioning or heating equipment, penthouses, gables, chimneys, or decorative features, shall not exceed a maximum height of six hundred sixty-five feet (665') above mean sea level.

(b) The finished roof elevations on any buildings shall either be pitched or shall have such other innovative roof design and elevation relief to avoid a typical "flat roof" appearance or design.

(c) The floor to area ratio for each tract shall not exceed a .4 to 1.

1.06 Tract Eight shall be developed with a floor to area ratio not to exceed a .4 to 1.

1.07 The following development standards shall apply to Tract Nine:

(a) The maximum height of any building, structures or improvements shall not exceed two stories.

(b) There shall be a maintained landscaped or natural buffer extending twenty-five feet (25') in width along the west and north property lines. There shall be no

development within such buffer or landscaped area other than the driveway access permitted by paragraph (c) hereinbelow.

(c) Vehicular access to Thousand Oaks Drive shall be limited to a maximum of one driveway cut.

(d) The floor to area ratio shall not exceed a .33 to 1.

1.08 The following development standards shall apply to Tract Ten:

(a) The maximum height of any building, structures or improvements shall not exceed the height of the trees at the point of intersection of the north and west property lines.

(b) Air conditioning units or mechanical equipment shall not be located on roof tops or on the west side of any building(s).

(c) Dumpsters or trash receptacles shall not be located on the west or north side of any building(s).

(d) The west property line shall be buffered utilizing natural landscaping for an area extending one hundred feet (100') from the perimeter boundary into the property. Beginning at the north property line, the natural landscape buffer shall extend three hundred feet (300') into Tract Ten. Beyond this three hundred feet (300'), the buffer area may vary to accommodate a driveway entrance/exit.

(e) By its execution hereof City agrees to allow any building constructed on Tract Ten to be located in the forty percent (40%) downstream buffer zone required by the City's Barton Creek Watershed Ordinance in order to allow the buildings constructed on such tract to be located as far as possible from surrounding residential properties.

(f) The floor to area ratio shall not exceed a .21 to 1.

1.09 Tract Eleven shall be developed with a floor to area ratio not to exceed a .4 to 1.

1.10 Prior to the construction of any improvements on Tracts Five, Six, Seven, Eight, Nine, Ten or Eleven, a site plan which meets the requirements and standards of the City's

Principal Roadway Ordinance (Section 5100), Austin City Code, shall be approved by the City of Austin Planning Commission; provided, however, City acknowledges that the building heights and floor to area ratios have been established by the zoning granted by City simultaneous with this Covenant on each of the Tracts. Notice of the site plan application shall be given to surrounding property owners as required by that ordinance. Any aggrieved party may appeal such decision in accordance with the appeal procedures set forth in Section 6147 of the Austin City Code.

1.11 Tract Twelve shall be developed with a floor to area ratio not to exceed .16 to 1. Tract Twelve shall be limited to Community Recreation uses as defined in Section 1858 of Chapter 13-2A of the Code of the City of Austin.

1.12 The lighting on all tracts comprising the Property shall be oriented downward so that the cone of light falls substantially upon the Property.

Article II

Miscellaneous Provisions

2.01 Except as otherwise limited herein, all building heights and floor to area ratios on the Property shall be measured or calculated as set forth in the City's Zoning Ordinance (Chapter 13-2A of the City Code).

2.02 If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for any aggrieved person or the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

2.03 If any part or provision of this Agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no way affect any of the other

provisions of this Agreement, and such remaining portion of this Agreement shall remain in full force and effect.

2.04 The failure at any time to enforce any agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

2.05 This Agreement may be modified, amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the Property at the time of such modification, amendment or termination. Notice of any proposed modification shall be provided in the same manner as required by applicable City ordinances for an application for a zoning change.

EXECUTED, this 22ND day of DECEMBER, 1986.

George S. Nalle, III
George S. Nalle, III

THE STATE OF TEXAS)
)
COUNTY OF TEXAS -)
)

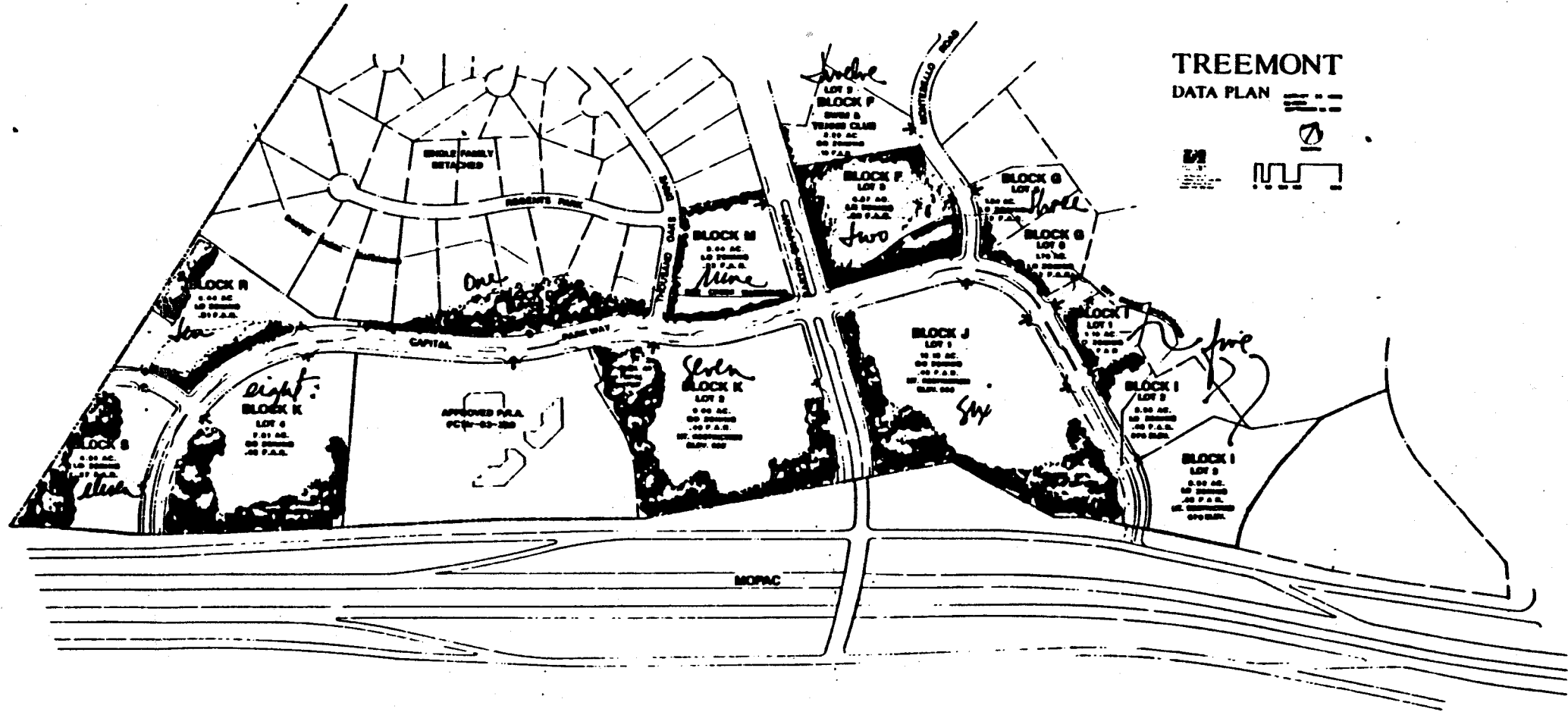
This instrument was acknowledged before me on this 22nd day of December, 1986, by George S. Nalle, III.

Brenda Gail Waters
Notary Public in and for the
State of Texas

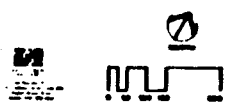
My Commission Expires:
10-4-88

BRENDA GAIL WATERS
(Name - Typed or Printed)

4-1086.08



TREEMONT
DATA PLAN



SINGLE FAMILY
DETACHED

ROBERTS PARK

Archie

LOT 2
BLOCK F
SINGLE &
TRIPLE CLAS
2.00 AC
60 SQUARE
10 P.A.L.

BLOCK F
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Two

BLOCK G
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Three

BLOCK G
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Four

LOT 1

LOT 1
1.00 AC
60 SQUARE
10 P.A.L.

Five

BLOCK I
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Six

BLOCK I
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Seven

BLOCK R
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Eight

BLOCK K
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Nine

BLOCK M
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Ten

BLOCK K
LOT 2

LOT 2
1.00 AC
60 SQUARE
10 P.A.L.

Eleven

BLOCK J
LOT 1

LOT 1
1.00 AC
60 SQUARE
10 P.A.L.

Twelve

APPROVED P.A.L.
024-02-20

MOPAC

