

DOC. NO.
92076042

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AMENDMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TREEMONT RESIDENTIAL AREA

3.00 REC
1 1 08/06/92

7.00 INDX
1 1 08/06/92

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREEMONT RESIDENTIAL AREA (this "Amendment") is made and entered into effective as of the 5 day of July, 1992, by GEORGE S. NALLE III ("Declarant").

August

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WITNESSETH:

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14-86-CHK#

WHEREAS, Declarant is the record owner of certain real property (the "Restricted Property") located in Travis County, Texas and as more fully described in the Declaration (hereinafter defined).

WHEREAS, in order to create and carry out a uniform plan for the improvement, development and sale of such Restricted Property for the benefit of the present and future owners of such Restricted Property, Declarant entered into the instrument entitled Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area (the "Declaration") dated February 24, 1984, and recorded in Volume 8612, Page 661 of the Real Property Records of Travis County, Texas.

WHEREAS, pursuant to Article IX, Section 9.02(A) of the Declaration, the Declaration may be amended by the Declarant so long as the Declarant holds a majority of the votes of the Association (as defined in the Declaration).

WHEREAS, Declarant desires to transfer that portion of the Restricted Property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Covenant Tracts") to Treemont Development, L.P., a Texas limited partnership ("Treemont"); and Treemont desires to transfer Parcel 2 of the Covenant Tracts to Llano Estacado Development Company, Inc., a Texas corporation, ("Llano") and to receive from Llano one certain promissory note in the original principal amount of \$749,900.00, such note being secured by a Deed of Trust granting a lien on, among other property, Parcel 2 of the Covenant Tracts (the "Deed of Trust").

WHEREAS, it is the intent and desire of Declarant to limit his rights, if any, to amend the Declaration to the extent that the Declaration applies to and affects the Covenant Tracts, so that the restrictions contained therein shall not be amended so long as the Deed of Trust remains in effect or if Treemont becomes owner of any of the Covenant Tracts, and only for so long as Treemont is owner of any Covenant Tract, without the prior written consent of Treemont, and Declarant executes this Amendment to so provide.

NOW, THEREFORE, in consideration of the premises and for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant does hereby amend the Declaration as follows:

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11744 1211

1. **Limitation of Right to Amend.** The covenants, conditions and restrictions of the Declaration as they currently exist on the Covenant Tracts shall not be modified or amended by Declarant, without the prior written consent of Treemont, (i) on Parcel 1 of the Covenant Tracts for so long as Treemont remains owner of Parcel 1 of the Covenant Tracts, and (ii) on Parcel 2 of the Covenant Tracts for so long as the Deed of Trust remains in effect or if Treemont becomes owner of, and for so long as Treemont remains owner of, such Parcel 2. This Amendment shall operate to limit Declarant's rights to modify or amend only the covenants, conditions and restrictions that apply to the Covenant Tracts and does not operate to limit Declarant's rights, if any, to modify or amend any of the covenants, conditions and restrictions that apply to the remaining property subject to the Declaration.

2. **Applicable Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

3. **Severability.** In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

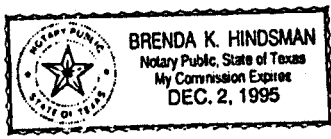
IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date and year first above written.

George S. Nalle III
GEORGE S. NALLE III

Exhibit A - Release Tract

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5 day of ^{August} ~~July~~, 1992, by GEORGE S. NALLE III.



B. Hindsman
Notary Public, State of Texas
My Commission Expires: _____
Notary's Printed Name: _____

Return to: Brenda K. Hindsman
Heritage Title Company
301 Congress, Suite 450
Austin, Texas 78701
GF # 2-1195

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
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EXHIBIT "A"

PARCEL 1: Lots 6, 7, 8, and 9, Block B, Phase A, Section I, Treemont Subdivision, according to the plat thereof recorded in Book 83, Pages 134D - 135B, Plat Records of Travis County, Texas.

PARCEL 2: Lot 13, Block A, Phase A, Section II, Treemont Subdivision, according to the plat thereof recorded in Book 83, Page 167D, Plat Records of Travis County, Texas.

FILED
92 AUG -6 PM 4: 04
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 herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

AUG 8 1992



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREEMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS

3-72-7998

DEED
Travis County, Texas

8612 661

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3-72-8003

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREEMONT RESIDENTIAL AREA

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS George S. Nalle, III, hereinafter called the DECLARANT, is the owner of all that certain real property located in Travis County, Texas, as more fully described in Exhibits A and B attached hereto and made a part hereof for all purposes, said property being the residential area of Treemont Subdivision and being sometimes referred to herein as the "Property" or "Community"; and

WHEREAS, the DECLARANT desires to convey the Property or portions thereof subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, DECLARANT desires to and herein reserves the right to add additional residential property to the provision, covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, DECLARANT hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property, including the roads, avenues, streets, alleys and waterways therein; and each contract or deed which may be hereafter 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 (regardless of whether or not the same are set out in full or by reference in said contract or deed):

NOW THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions 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 shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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

1.01 Architectural Committee - Residential. "Architectural Committee - Residential" (hereinafter sometimes called "Committee" or "Architectural Committee") shall mean the committee created pursuant to this Declaration and having the authority and responsibility delegated thereto by this Declaration. The Architectural Committee - Residential, shall be separate and distinct from the Architectural Committee - Business and Commercial created pursuant to the Declaration of Covenants, Conditions and Restrictions for Treemont Business and Commercial Area, provided however, nothing herein shall be construed to prohibit a member or members of either committee from serving on the other Architectural Committee.

1.02 Articles. "Articles" shall mean the Articles of Incorporation of Treemont Homeowners Association, Inc. which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.03 Assessments. "Assessments" shall mean assessments of the Association and includes regular annual assessments, special assessments, assessments benefiting specific areas, assessments on sale, transfer or conveyance of Property and subassociation assessments.

1.04 Association. "Association" shall mean and refer to Treemont Homeowners Association, Inc.

1.05 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association.

1.06 Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.07 Board. "Board" shall mean the Board of Directors of the Association.

1.08 By-Laws. "By-Laws" shall mean the By-Laws of the Association which may be adopted by the Board, as the same are from time to time amended.

1.09 Condominium Unit. "Condominium Unit" shall mean separate ownership of single units or apartments in a multiple unit structure or structures with common elements created and existing under the "Texas Condominium Act".

1.10 DECLARANT. "DECLARANT" shall mean George S. Nalle, III, his duly authorized representatives or his heirs, successors or assigns; provided that any assignment of the rights of George S. Nalle, III, as 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.

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

1.12 Improvement. "Improvement" or "Improvements" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Local Common Area. "Local Common Area" shall mean any portion of the Property other than recreation and open space areas, designated by the DECLARANT as a common area for the primary benefit of the Owners and occupants of a particular area. It may be owned by DECLARANT, a non-profit corporation, or an unincorporated association in which all Owners shall be entitled to membership or the Owners may hold title to the same in undivided interests. "Local Common Area" and "Common Area" as those terms are used herein are synonymous. Local Common Area and Common Areas shall not include areas identified by a Major Developer or DECLARANT as Common Area, appurtenant to the specific development of the Major Developer, or DECLARANT, such as the Common Areas of a condominium project or other similar type projects.

1.14 Lot. "Lot" or "Lots" shall mean any unit or units of land within the Property.

1.15 Major Developer. "Major Developer" shall mean any person or persons, corporation, partnership or other legal entity, recognized under Texas law designated as such by DECLARANT in an instrument recorded in the real property records of Travis County, Texas.

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

1.17 Member. "Member" shall mean any person who is a member of the Association.

1.18 Mortgage. "Mortgage" shall mean any mortgage or deed of trust given to secure the payment of a debt.

1.19 Notice and Hearing. "Notice and Hearing" shall mean ten (10) days' written notice and a hearing by the Board at which the person to whom notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

1.20 Owner(s). "Owner(s)" shall mean the person or entity including DECLARANT, holding a fee simple interest in all or any

portion of the Property or a condominium unit constructed on the Property, but shall not include the Beneficiary of a Mortgage.

1.21 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

1.22 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications for all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.23 Property. "Property" shall mean the land described on Exhibits A and B attached hereto together with all land added to this Declaration as amendments to Exhibits A and B, or additional exhibits added in accordance with the provisions hereof, said Property being sometimes referred to herein as the "Community".

1.24 Record, Recorded and Recordation. "Record, Recorded and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas.

1.25 Recreation and Open Space. "Recreation and Open Space" shall mean all areas designated by DECLARANT, sometimes herein referred to as amenities, as recreational areas for the benefit of all Owners, and may include such items as a swimming pool, tennis courts, club house and similar types of recreational facilities. DECLARANT shall have the option of retaining title to said amenities, Recreation and Open Space, and leasing said facilities to the Association at a rate sufficient to amortize the cost and financing of the Improvements constituting said amenities or to the Recreation and Open Spaces, or conveying title to said amenities, Recreation and Open Spaces to the Association for a consideration equal to the cost of the amenities and other Improvements to the Recreation and Open Spaces. The Association may levy charges for the use of the Recreation and Open Space by Owners or non-Owners, and access to any such area or facility may be limited to persons currently paying assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the Board may determine, in its sole discretion.

1.26 Subassociation. "Subassociation" shall mean any nonprofit Texas corporation or unincorporated association organized and established by DECLARANT or by a Major Developer pursuant to or in connection with a Supplemental Declaration.

1.27 Subdivision. "Subdivision" shall mean a parcel of the Property which has been shown on a final subdivision plat, recorded in the Plat Records of Travis County, Texas.

1.28 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions which may be hereafter recorded by DECLARANT or by a Major Developer, after approval in writing by DECLARANT, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

1.29 Treemont Residential Restrictions. "Treemont Residential Restrictions" shall mean this Declaration together with any and all Supplemental Declarations as either may be amended from time to time, together with the Articles, By-Laws and Treemont Residential Rules from time to time in effect.

1.30 Treemont Residential Rules. "Treemont Residential Rules" shall mean the rules adopted by the Board pursuant to the powers granted herein as they may be amended from time to time.

1.31 Townhouse. "Townhouse" means Improvements placed on a Lot or Lots, which Improvements have common or party walls with Improvements placed on an adjacent Lot or Lots.

ARTICLE II

DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

2.01 Development by DECLARANT. DECLARANT may divide or subdivide the Property into several areas, sell some of the Property free of these restrictions, develop some of the Property and, at DECLARANT'S option, dedicate some of the Property as Local Common Areas, Recreation and Open Space, or for other purposes for the benefit of the developed areas, in accordance with DECLARANT's master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof will benefit each other portion and the whole thereof. As each area is developed or dedicated, DECLARANT, or if the area is owned by a Major Developer, DECLARANT and such Major Developer, may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as DECLARANT or DECLARANT and such Major Developer may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a Subassociation to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof, as for example, by a specified vote of only the Owners of some of the Property within the area subject thereto. All lands, Improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

2.02 Annexation. DECLARANT, and other persons with DECLARANT'S written consent may at any time, and from time to time, add additional land to the Property. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 2.02

(which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. The notice of addition of land referred to hereinabove shall contain the following provisions:

(A) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;

(C) A legal description of the added land, which legal description shall constitute an amendment to Exhibit A (single family residential) or Exhibit B (single family residential-townhouse/condominiums), as the case may be, or additional categories such as patio homes, community support facilities or such other categories as DECLARANT deems appropriate; and

(D) DECLARANT's written consent if the land being added is not owned by DECLARANT. As part of such written consent, DECLARANT may agree with the person who owns such land as to the terms and conditions upon which DECLARANT will exercise its rights and duties, as DECLARANT under this Declaration, with respect to such added lands. Such terms and conditions may provide for joint exercise, as to such lands added, of DECLARANT's rights and duties.

2.03 Addition of Previously Developed Areas. There presently exist several developed or partially developed subdivisions abutting and adjacent to the Property which may (in addition to other areas annexed under Article 2.02) be added to the Property in the future. Homeowner's associations are presently operating in some or all of the said abutting and adjacent areas, and the areas are subject to certain restrictive covenants. With the consent of DECLARANT, and in accordance with the procedures set forth by DECLARANT those homeowners' associations (whether presently existing or formed in the future) may join or merge into the Association and the subdivisions governed thereby may be added to the Property as an incident to and a part of joinder or merger, in which event, the added areas shall be subject to this Declaration, to the extent that this Declaration is not inconsistent with the Restrictive Covenants already imposed on such added areas.

2.04 Withdrawal of Land. DECLARANT, and others with DECLARANT's written consent, may, at any time, and from time to time, reduce or withdraw areas from the Property. If lands are withdrawn at a later time from the lands now shown on Exhibits A and B, this Declaration shall no longer apply to those lands withdrawn. The procedure for

withdrawal of land shall be substantially the same as set forth above in Section 2.02 for the addition of land except that the instrument shall be designated as a Notice of Withdrawal of Land and the provisions of such Notice shall be modified as necessary to provide for the withdrawal of land rather than the addition of land. DECLARANT expressly reserves the right to sell, transfer or assign all or any part of the Property to a third party free and clear of the covenants, conditions and obligations contained in this Declaration or any Supplemental Declaration.

ARTICLE III

GENERAL RESTRICTIONS

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

3.01 Antennas. No exterior radio or television antenna, aerial, or receiving dish shall be erected or maintained without the prior written approval of the Architectural Committee, except for any which may, at DECLARANT's option, be erected by DECLARANT or DECLARANT's designated representative.

3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance on any Lot, any Improvements constructed upon any Lot, or the Association Property without the approval of the Board, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any Lot, any Improvements constructed upon any Lot, or any part of the Association Property or which would be in violation of any law.

3.03 Subdividing and Resubdividing. No Lot which has been finally platted shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the Architectural Committee; provided, however, that when DECLARANT or a Major Developer is the Owner thereof, DECLARANT or the Major Developer with the consent of DECLARANT, may further divide and subdivide any lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee. Each Owner of a Lot, subject to the provisions of this Declaration, by acceptance of a Deed to said Lot, whether it is expressly stated in said Deed or not, hereby irrevocably grants to DECLARANT all consent and authority required by law to vacate the subdivision plat of which the Lot is included, or a portion thereof, and resubdivide the vacated portion, and each owner does hereby irrevocably appoint DECLARANT as his attorney-in-fact for the purpose of executing such instrument, or instruments, as may be required to accomplish such vacating and resubdividing, provided, however, that:

1. Any vacating and resubdividing shall require the consent of the Governmental Agency exercising control; and

2. The location and Lot lines, and size, of any Lot not owned by DECLARANT shall not be changed or altered by the resubdivision without the consent of the owner.

Nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the grant of any Mortgage.

3.04 Signs. No sign of any kind except "For Sale" signs shall be displayed to the public view without the written approval of the Architectural Committee except for signs which are part of DECLARANT's overall marketing plan for the Property. The Architectural Committee shall have the right to approve signs of any type advertising a portion of the Property for sale or lease and it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris by the Architectural Committee) shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. The Architectural Committee shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants, and the decision of the Architectural Committee shall be final and binding on all parties. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 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 without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other Property or to its occupants.

3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property or other Lots, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review and approval. The Architectural Committee may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the DECLARANT, Board of Directors or Architectural Committee nor the Members thereof shall be liable to any Owner in monetary damages or

otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from Owner's Lot or Lots.

3.08 Repair of Buildings. All Improvements hereafter constructed upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner (including any Subassociation) thereof. The opinion of the Architectural Committee as to condition shall be final.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.10 Use of Recreation and Open Space. No land within any Recreation and Open Space shall be improved, used or occupied, except in such manner as shall have been approved by DECLARANT in his sole and absolute discretion.

3.11 Violation of Declaration, By-Laws or Rules.

(A) A violation by an Owner, his family, guests, lessees or licensees, of the Treemont Residential Restrictions, By-Laws of Treemont Homeowners Association, Inc. or Rules promulgated by the Board of Directors shall authorize the Board to avail itself of any one or more of the following remedies:

(1) The imposition of a "special charge" not to exceed One Hundred Dollars (100.00) per violation to the extent permitted by applicable law, or

(2) The suspension of Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation, or

(3) The right to enter the Property and Improvements, after thirty (30) days notice of the violation, and cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(4) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs.

Before the Board may invoke the remedy provided in Paragraphs (1) or (2) above, it shall afford the Owner notice and a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

(B) Failure to Pay Assessment.

The voting rights of an Owner who fails to pay any assessment authorized or permitted by this Declaration, or a special charge authorized in Section 3.11 (A) shall automatically be suspended and shall remain suspended until any such assessment or special charge, including penalty, interest and attorneys' fees added to such assessment as authorized in Article VIII hereof is paid in full.

3.12 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 written approval by the Architectural Committee is obtained, prior to any construction work or other activity which may cause such interference with established drainage patterns.

3.13 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which 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, no open fires shall be lighted or permitted except in a contained barbeque unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in recreation and open spaces designated for such use by DECLARANT, or by the Association as to Association Property.

3.14 Temporary Structures. No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property, except that temporary structures necessary for storage for tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the approval of the Architectural Committee, such approval to include the nature, size, duration and location of such structure.

3.15 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; provided, however, that DECLARANT shall have the right to pool the mineral rights associated with the Property in order to facilitate production of oil, gas or other minerals through wells or other devices not located upon the surface of the Property.

3.16 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property. The keeping of ordinary household pets such as dogs and cats is allowed, but no poultry, livestock or other animals may be kept on any portion of the Property.

3.17 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any portion of the Property so as to be visible from adjoining

property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment 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 or pick-up truck (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 shall be appropriately screened from view from all other portions of the property. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. Liquid propane, gas, oil and other exterior tanks shall be kept within enclosed structures or permanently screened from view.

3.18 Mobile Homes, Travel Trailers and Recreation Vehicles. No mobile homes shall be parked or placed on any portion of the Property at any time, and no travel trailers or recreational vehicles shall be parked on or near any portion of the Property so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours.

3.19 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee. Chain link fences are specifically prohibited, and wooden fences shall not normally be permitted, except under the conditions specified in Article IV, Section 4.12. Fences shall generally be built of masonry or wrought iron or a combination of masonry and wrought iron and shall be designed to be compatible with the residence and other nearby structures. The Architectural Committee may, in its sole discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Property.

3.20 Mail Boxes. No mail box shall be erected on a Lot without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, specify the location and size of any proposed mail box, specify the materials of which any proposed mail box stand or post may be constructed, or require that any proposed mail box be screened by vegetation or otherwise screened from view from other portions of the Property. Without limiting the foregoing, mail box stands or posts constructed on an individual Lot shall generally be compatible with the home in design and materials, shall have the home's street number on it and shall be illuminated by gas or electric light.

3.21 Wood Construction; Metal Roof Decks; Asphalt and Composition Roof Shingles. No structure may be constructed of more than ten

percent (10%) exterior wood without the prior written consent of the Architectural Committee. The eaves and soffits shall not be considered in computing the amount of exterior wood used. The use of wooden roof shingles is specifically prohibited, provided however, the Architectural Committee shall have authority to approve the use of hand cut medium weight cedar shakes, if treated to retard fire, and in the sole opinion of the committee the use of cedar shakes is necessary to preserve the architectural integrity of the structure. The decision of the Architectural Committee as to the percentage of exterior wood used, or shown on a construction plan, shall be final and binding on all parties. Exposed metal roof decks which reflect light in a glaring manner, such as galvanized steel sheets, are specifically prohibited. The determination as to whether any metal deck reflects light in an unacceptable manner shall be made by the Architectural Committee, and the decision of the Architectural Committee shall be final and binding on all parties. Asphalt roof shingles and composition roof shingles shall not be used without the prior written consent of the Architectural Committee. In granting such consent, the Architectural Committee may specify a minimum quality or grade of asphalt or composition roof shingles.

3.22 Protection of Oak Trees.

(A) No oak tree with a circumference larger than twenty-eight (28) inches but smaller than sixty (60) inches may be removed from the Property or destroyed without the prior written consent of the Architectural Committee. No oak tree with a circumference sixty (60) inches or larger may be removed from the Property or destroyed. For the purpose of determining the size of the tree, the circumference will be measured one foot above the average natural level of the ground at the base of the tree, and the Architectural Committee ruling on the circumference of any tree is final and binding on all parties.

(B) No concrete, asphalt, or impervious cover of any kind shall be placed within the drip line of any oak tree twenty-eight (28) inches or larger in circumference without the prior written consent of Architectural Committee. The drip line is defined as the line on the ground directly below the farthest extremities of the branches of the tree. The Architectural Committee's determination of the location of the drip line shall be final and binding on all parties. Parking areas located within the drip line of any oak tree twenty-eight (28) inches or larger in circumference shall be constructed of a pervious or porous cover such as porous asphalt, grass crete, or other similar material, unless the use of other materials are approved in writing by the Architectural Committee prior to construction.

(C) The Architectural Committee may, in its sole discretion, require that provisions be made to supply oxygen to the root system of any oak tree twenty-eight (28) inches or larger in circumference, which has ground cover within its drip line.

(D) To prevent root damage, all clearing of brush and construction activity within the drip line of any oak tree twenty-

eight (28) inches or larger in circumference shall be undertaken manually or with light equipment such as chainsaws which may be hand-carried. The Architectural Committee may, in its sole discretion, require that any parking area constructed within the drip line of any oak tree twenty-eight (28) inches or larger in circumference, be elevated so that the soil surrounding the tree's root system will remain in its undisturbed and uncompacted original state.

(E) The Architectural Committee may, in its sole discretion (i) require that a fixed water source be provided for any oak tree which is completely surrounded by asphalt, concrete, or impervious ground cover, regardless of the distance from the oak tree to the asphalt, concrete, or impervious ground cover; and (ii) require that any oak tree be fertilized or otherwise cared for so as to insure its upkeep and welfare.

ARTICLE IV

RESIDENTIAL RESTRICTIONS

In addition to the general restrictions set forth above, the Property and any portion thereof that has been subdivided into Lots shall be subject to the following limitations and restrictions which are designed to protect the residential character of the Property.

4.01 Residential Use. All Lots within the Property shall be improved and used solely for residential use, except that, as to any specific areas, DECLARANT may, in his sole and absolute discretion, permit other Improvements and uses. Any Supplemental Declaration recorded for a portion of the Property shall designate such portion to be a single-family residential area or multi-family residential area or a combination thereof and may further designate such residential use for that portion to be attached or detached single-family residences, or any combination thereof, or one or more apartment houses or condominium buildings or townhouses, or any combination thereof, as the case may be.

4.02 Improvements and Use - Single-Family Residential.

(A) The Property shown on Exhibit A shall be used as homesites for single-family residences only. All lots within such areas shall be improved and used solely for single-family residences, with all improvements on said lots being within the height limitations set forth for such lots on Exhibit A and within the building set-back lines, shown on Exhibit A, or the height limitation and building set-back lines established by this Declaration or the height limitation and building set-back lines established on the subdivision plat of such lot, whichever is more restrictive. No lots within any portion of the Property designated by DECLARANT for use as single-family residential shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence. Outbuildings and storage sheds shall be

permitted subject to the prior written approval of the Architectural Committee. All single-family residences shall be 2,500 square feet or larger, exclusive of eaves, steps, open porches, patios, atriums, garages and outbuildings. The Architectural Committee may, in its sole discretion, reduce this requirement for particular Lots to 2,000 square feet if the lot size or topography, in the sole opinion of the Architectural Committee, warrants such variance. Portions of Lots, as shown on Exhibit A are subject to being dedicated by Declarant for subdivision entrance, landscaping, fencing and retaining walls.

(B) Single-Family Residential - Townhouse/Condominiums.

The property shown on Exhibit B shall be used as homesites for single-family townhouse or condominium units containing not more than 210 such units in one or more buildings with common party walls.

4.03 Building Height. No improvement greater than twenty-eight (28) feet in height may be constructed on the Property or any Lot within the Property without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the highest point of the foundation to the highest point of the ridge line of the roof of the proposed Improvement. Notwithstanding any provision herein to the contrary, the DECLARANT may, subsequent to the recording of this document, establish separate height restrictions and requirements applicable to the lots within the Property described in Exhibit A, including requirements that the improvements on a Lot contain two stories, to preserve the views from other portions of the Property described on Exhibit A, and maintain overall aesthetic appearances of the subdivisions and improvements therein, and such height restrictions and requirements shall control over the height restrictions set forth in the body of this Declaration, provided the height restrictions to such Property, or Lots, is filed of record prior to or as part of the conveyance of the Property or Lots by the DECLARANT.

4.04 Rentals. Nothing in this Declaration shall prevent the rental of Property within the Property by the owner thereof for residential purposes, on either a short or long-term basis.

4.05 Construction in Place. All dwellings constructed within the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

4.06 Set-Back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the recorded subdivision plat of the subdivision in which the Lot is located. No building shall be located nearer than ten (10) feet to any interior side Lot lines. No building shall be located nearer than twenty-five (25) feet from any rear Lot line. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to allow any such structure to

encroach upon another lot. Notwithstanding any provisions herein to the contrary, the DECLARANT may, subsequent to the recording of this Declaration, establish separate set-back requirements applicable to the Lots within the Property described on Exhibit A, preserve the views from other portions of the Property described on Exhibit A and such set-back requirements shall control over the requirements set forth in the body of this Declaration, provided that the set-back requirements for such Lots are filed of record prior to or as part of the conveyance of the Property by the DECLARANT.

4.07 Minimum Yards. Minimum yard and set-back requirements may be set by the Architectural Committee or the DECLARANT in a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement, to preserve views from other Lots and to benefit the overall appearance of the community.

4.08 Yards and Sprinkler Systems. All yards, including trees and plantings of all types, shall be well maintained and kept neat, trim and free of debris at all times. Lawns shall be kept mowed and edged at all times. The front yard of any residence in the tract or tracts designated on Exhibit A as "Single-Family Residential" shall consist of that area between the street or streets adjacent to the Lot, the Property lines on each side of the Lot, and the front building line or lines of the residence extended to the Property lines on each side of the Lot. The front yard of each "Single Family Residential" residence shall contain an underground sprinkler system of a design adequate to water the entire front yard. The Architectural Committee may, in its sole discretion, require sidewalks roughly parallel to the street or streets adjacent to the Lot, or from the street or streets adjacent to the Lot to the residence to be constructed thereon, or both, as a part of any building plan. The decision of the Architectural Committee as to the location and size of the front yard and as to the location, size and design of any sidewalks to be constructed shall be final and binding on all parties. Upon completion of construction of the Improvement on a Lot, the entire front yard shall be sodded with grass or other ground cover acceptable to the Architectural Committee.

4.09 Driveways. All driveways must be at least fifteen (15) feet wide and constructed of concrete. Garage doors shall not be visible from the street or streets adjacent to the lot without the prior written approval of the Architectural Committee.

4.10 Swimming Pools. Moveable above ground swimming pools are strictly prohibited. All swimming pools must be in a fenced enclosure.

4.11 Security Systems; Smoke Detectors. It is anticipated that portions of the Property will be developed as restricted, or limited access areas. All homes in restricted or limited access areas shall include, in their construction, all conduits, wires, terminals and whatever other materials are required to operate the restricted or limited access security system. All costs for said materials and their installation shall be paid by the individual homeowner. All homes, regardless of their location, shall be equipped with smoke detectors which shall be maintained in good working condition at all times.

4.12 Fences. Without limiting Article III, Section 3.19 in any way whatsoever, wooden fences shall be allowed in the tract or tracts designated on Exhibit A as "Single-Family Residential" areas provided that (i) they are screened from view with vegetation, or otherwise screened from view from all streets adjacent to the Lot; (ii) the wooden portions of the fence do not extend beyond an extension of the front building line or lines to the property line at each side of the Lot, as determined by the Architectural Committee, whose determination shall be final and binding on all parties; and (iii) those portions of the fence generally parallel to and closest to the front building line or lines of the home extended to the Property lines at each side of the Lot, shall not be made of wood, but generally shall be constructed of masonry, wrought iron or a combination of masonry and wrought iron and shall be designed to be compatible with the residence and nearby structures. The Architectural Committee may, in its sole discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that a proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Property.

ARTICLE V

THE ASSOCIATION

5.01 Organization. The Association shall be a non-profit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and By-Laws or in this Declaration. Neither the Articles nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor in Supplemental Declaration(s) executed and recorded by DECLARANT, or as to lands owned by a Major Developer, by such Major Developer, after approved in writing by DECLARANT of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.02 Membership. All Owners shall automatically be members of the Association; provided, however, that no Person shall be a Member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest or mortgage. Membership in the Association shall be appurtenant to and shall run with the Property interest, the ownership of which qualifies the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the Property interest, the ownership of which qualifies the Owner thereof for membership, 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.

5.03 Voting Rights.

(A) Entitlement. Each Owner, including DECLARANT, shall be entitled to one vote for each One Thousand Dollars (\$1,000.00) of assessed value of that portion of the Property (land and improvements) owned by such Owner as assessed by Travis County, Texas for ad valorem tax purposes for the preceding year. In addition, for every one vote outstanding in favor of any other Person, DECLARANT shall have five (5) votes until (a) the votes which are owned by persons other than DECLARANT total, in the aggregate, eighty percent (80%) of the total number of votes or (b) January 1, 1988, whichever is earlier. Thereafter, DECLARANT shall be entitled to only one vote for each One Thousand Dollars (\$1,000.00) of assessed value of that portion owned by him as assessed by Travis County, Texas, for ad valorem tax purposes for the preceding year. If DECLARANT loses its votes under this subparagraph, he may thereafter regain them by the addition of new land to the Property as herein provided.

(B) Joint or Common Ownership. Any property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one Person shall require that the Owner(s) thereof designate, in writing, the individual Person or Owner who shall be entitled to cast such vote(s) and no other Person shall be authorized to vote in behalf of such Property interest. A copy of such written designation shall be filed with the Secretary of the Board before any such vote may be cast, and upon the failure of the Owner(s) thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

(C) Proxy Voting. Any Owner, including DECLARANT, may give a revocable written proxy to any Person authorizing such Person to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the By-Laws, but no such proxy shall be valid for a period of greater than eleven (11) months, and shall not be valid unless filed with the Secretary of the Board of Directors in the manner required by the By-Laws.

(D) Cumulative Voting. The cumulative system of voting shall not be allowed.

(E) Vote Casting. The Person or entity holding legal title to the property and whose voting rights have not been suspended shall be entitled to cast the vote allocated to such Property and not the Person or entity merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing.

5.04 Meetings. There shall be an annual meeting of the Members of the Association at such reasonable place and time as may be designated in the By-Laws. No notice need be given of any annual meeting held at the time and place specified in the By-Laws, but the Board shall have the power to designate a different time and place for any annual meeting, and in such case, written notice of the meeting shall be delivered not less than ten (10) nor more than fifty (50) days prior to

the date fixed for said meeting, to all members. All notices of meetings shall be addressed to each member as his address appears on the books of the Association.

(A) Quorum. The presence at any meeting, in Person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding and not suspended shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in Person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

(B) Presiding Officer. The President, or in his absence the Vice President, or in his absence the Secretary/Treasurer, or in his absence any other Director, regardless of whether such Person is an Officer, shall call meetings of Members to order and act as Chairman of such meetings. In the absence of all of the above, any Member entitled to vote or any proxy of any such Member may call the meeting to order and a Chairman of the meeting shall be elected.

(C) Vote Necessary. Except as provided otherwise in this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total eligible votes present at such meeting in Person or by proxy.

(D) By-Laws. The Board may adopt By-Laws and such other rules and regulations as it deems appropriate to govern the Association and its procedures, including but not limited to the procedures for calling special meetings, provided however, if a conflict exists between the By-Laws and any Amendment thereto, or such rules, and this Declaration, the provision of this Declaration shall control.

5.05 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 Local Common Areas and Recreation and Open Spaces which may be conveyed or leased to it by DECLARANT, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.

(2) Repair and Maintenance of Association Property. To maintain in good repair, condition and make capital improvements to all lands, improvements and other Association Property.

(3) Repair and Maintenance of Hike and Bike Trails. To operate, maintain, repair, replace, landscape and improve, the hike and bike trails in the bed of Dry Creek regardless of whether or not said hike and bike trails are located within the Property described in this Declaration or in the Property described in the Business and Commercial Area of Treemont, which area is more fully described in the Declaration of Covenants, Conditions and Restrictions for Treemont Business and Commercial Area of record in Travis County, Texas, as the same may from time to time be amended.

(4) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Association Property, to the extent that such taxes and assessments 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 adequate, in the opinion of the Board, in kind and amount to carry out the Association functions.

(C) Rules and By-Laws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Treemont Residential Rules and By-Laws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such Treemont Residential Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Such Treemont Residential Rules may also prescribe regulations governing the use of the Local Common Areas and the Recreation and Open Space and establish charges for the use of the Recreation and Open Space by Owners or non-Owners. Each member shall be entitled to examine such Treemont Residential Rules and By-Laws at any time during normal working hours at the principal office of the Association.

(D) Architectural Committee. To appoint and remove Members of the Architectural Committee after DECLARANT has delegated such rights to the Association pursuant to Article VII, Section 7.13.

(E) Enforcement. To enforce on its own behalf and on behalf of all Owners, this Declaration, as beneficiary of said covenants, conditions and restrictions and as assignee of DECLARANT; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of the Treemont Residential Restrictions. The Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of the Treemont Residential Restrictions, provided however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against DECLARANT, his heirs, successors and assigns.

(F) Financing. To execute mortgages, both construction and permanent, for the construction of facilities, including Improvements on Property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces whether or not improved, from DECLARANT subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether DECLARANT or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether DECLARANT or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by DECLARANT or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(G) Records. To keep books and records of the Association's affairs.

(H) Other. To carry out and enforce all duties of the Association set forth in the Treemont Residential Restrictions.

5.06 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. It shall further have the power to do and perform any and all acts which 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 shall have the power and authority at all times as follows:

(A) Assessments. To levy assessments as provided in Article VIII, below. An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency after notice required by Article III, Section §3.11(A)(3), without being liable to any owner, upon any portion of the Property or into any Improvement thereon, or onto any Local Common Area, Recreational or Open Space for the purpose of enforcing the Treemont Residential Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the restrictions herein established, at the expense of the Owner thereof, if, for any reason whatsoever, the Owner thereof fails to maintain or repair any such area as required by the Treemont Residential Restrictions. An emergency shall exist where circumstances

result in an immediate threat to Property, or the health and welfare of Persons. The Association shall also 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 Treemont Residential Restrictions.

(C) Conveyances. To grant and convey to any Person or entity the real Property and/or other interest therein, 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) Parks, parkways, campgrounds, or other recreational facilities or structures;

(2) Roads, streets, walks, driveways, trails and paths;

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and

(5) Any similar public, quasi-public, or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(D) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. 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 other duties, powers and functions to the Manager. The Owners 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. Any management agreements entered into by the Association shall provide that the agreement may be terminated by the Association, without cause, upon sixty (60) days written notice.

(E) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its Property, the enforcement of the Treemont Residential Restrictions, or in the performance of any other duty, right, power or authority of the Association.

(F) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening, electric and all other utilities, services and maintenance for the property of the Association.

(G) Other Areas. To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Community, as appropriate.

(H) Recreational Facilities. To own and operate any and all types of facilities for both active and passive recreation. The Association, with the consent of DECLARANT, may open the Recreation and Open Space for use by non-Owners and may levy charges in such amount as may be deemed reasonable by the Association for the use of the Recreation and Open Space by either Owners or non-Owners.

(I) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Treemont Residential Restrictions.

(J) Construction on Association Property. To construct new improvements or additions to the Association Property.

(K) Collection for Subassociation. To levy and collect on behalf of and for the account of any Subassociation any assessment made by a Subassociation created pursuant to this Declaration.

(L) Contracts. To enter into contracts with DECLARANT and with Subassociations, Major Developers, and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Local Common Area or Recreation and Open Space, or to provide any service or perform any function on behalf of DECLARANT, Subassociation, Major Developer or other person.

(M) Permits/Licenses. To obtain and hold any and all types of permits and licenses, and to operate restaurants and club facilities if applicable.

(N) Own Property. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(O) Create Another Association. To create a subsidiary or other association to have the rights and powers, and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association under this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers,

duties, obligations, and functions to such subsidiary or other association.

5.07 Indemnification.

(A) Determination by Board. 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 contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he 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 him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his 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 which he 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 his conduct was unlawful.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article V shall be deemed to obligate the Association to indemnify any Member or Owner, who is or has been a Director, officer, committee member, or noncompensated agent of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Restrictive Covenants as a Member of the Association or Owner of a Lot covered thereby.

(B) Insurance. 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 him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI

ASSOCIATION PROPERTY

6.01 Use. Each Owner, the Members of his family who reside with him, and each lessee of any portion of the Property and the Members of his family who reside with him in the Community shall be entitled to use the Property owned by the Association subject to:

(A) The provisions of the Treemont Residential Restrictions, and each Person who uses any Property of the Association, in using the same, shall be deemed to have agreed to comply therewith;

(B) The right of the Association to charge reasonable dues and use fees, which fees shall be in addition to assessments levied pursuant to Article VIII.

(C) The right of the Association to suspend the rights to the use of any Property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's property remains past due and unpaid; and, after notice and hearing by the Board, the right of the Association to invoke any remedy set forth herein for any other infraction.

(D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;

(E) Such rights to use Association Property as may have been granted by the Association or prior Owners of Property of the Association to others; and

(F) Such covenants, conditions and restrictions as may have been imposed by the Association or prior Owners on Property of the Association.

6.02 Damages. Each Member and lessee described above shall be liable to the Association for any damage to Property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the Property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common owners or lessees shall be joint and severable. The amount of such damage may be assessed against such person's real and personal property on or within the Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided in Article VIII below for the collection of assessments.

6.03 Damage and Destruction. In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association for the benefit of the Members and their mortgagees, and the Association shall contract to repair or rebuild the Association property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment as provided for in Article VIII to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to

consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefor to be made as set forth in this Section. Notwithstanding any provisions hereof to the contrary, however, the Association shall be required to repair or rebuild any damage or destruction to the hike and bike trails in the Dry Creek greenbelt, which it is required to maintain under the terms and provisions hereof.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional non-voting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. The following persons are hereby designated as the initial Voting Members of the Committee: George S. Nalle, III and Carole G. Nalle.

7.02 Action by Committee. Items presented to the Committee shall be decided by a majority vote of the Voting Members.

7.03 Term. Each Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

7.04 DECLARANT's Rights of Appointment. DECLARANT shall have the right to appoint and remove all Members of the Committee, voting and non-voting, prior to the delegation of such power to the Owner(s), if ever, pursuant to Section 7.13 hereof. In making such appointments to the Committee, DECLARANT shall consider, but not be bound by, nomination made by the Owner(s). Nothing herein shall be construed to limit or restrict in any manner the DECLARANT's right to remove members of the Committee who were appointed by DECLARANT, whether or not such person was nominated by the Owners.

7.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

7.06 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 9.07 and 9.08 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the final Plans and Specifications thereof shall be submitted to the Architectural Committee, and construction

thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress, to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall review Plans and Specifications submitted for its review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Committee of any information or document deemed necessary by the Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Community and the surrounding area. The Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Committee shall be final and binding so long as it is made in good faith and is not unreasonable. The Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. If the Committee fails to review and act on the final Plans and Specifications, they shall be deemed to have been approved sixty (60) days after the date the Committee endorses the final Plans and Specifications as having been received.

7.07 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Members of the Committee taken without a meeting, shall constitute an act of the Committee.

7.08 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.09 Non-liability of Committee Members. Neither the Committee, nor any Member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any

loss, damage or injury arising out of their being in any way connected with the performance of the Committee's or the Boards' respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be. Neither the Committee nor the Members thereof shall be liable to any Owner due to the construction of any Improvements within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

7.10 Variances. The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use when in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Community. Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance.

7.11 Guidelines for Building at Treemont. The Architectural Committee may promulgate a set of guidelines not in conflict with this Declaration and any Supplemental Declarations for building and developing in the Community which shall be general in nature and may be amended from time to time by the Committee.

7.12 Submission of Final Plans and Specifications. The final Plans and Specifications shall be submitted in triplicate to the Committee in care of George S. Nalle, III, 400 Westwood, Austin, Texas 78746, or such other address as may be designated from time to time, one copy of which will be returned to the Person submitting the Plans with an endorsement as to the date received by the Committee.

7.13 Delegation of Appointment Powers. The DECLARANT shall have the right, but not the obligation, to delegate to the Owners in writing the right to appoint and remove Members of the Architectural Committee and upon such written delegation of authority filed of record in the Real Property Records of Travis County, Texas, the selection of Voting Members to serve on the Architectural Committee shall be by separate election in which the Owners shall have the same relative voting power as provided hereinabove for elections of the Association.

7.14 Inspection of Work.

(A) Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which the final Plans and Specifications were approved under this Declaration, the Owner shall give written notice of completion to the Committee.

(2) Within such reasonable time as the Committee may set in its rules but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications, it shall notify the Owner in writing of such noncompliance within five (5) days, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board of Directors in writing of such failure. Upon notice to the Owner, given as provided in Section 9.04, the Board shall conduct a hearing at which it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided.

(4) If for any reason after receipt of said written notice of completion from the Owner, no inspection is made or any noncompliance is not found within the period provided above in Subparagraph (2) of this Section 7.14(A) the Improvement shall be deemed to be in accordance with said approved Plans and Specifications. In the instances where an inspection has occurred and the Improvements are in compliance, upon request, the Committee shall issue a "Certificate of Compliance" in a form suitable for recording. The certificate shall identify the Lot or Property and the Improvement, and shall certify only that the Improvements thereon are not in violation of the covenant of the Declaration, or if they are in violation, a variance has been granted. ~~THE CERTIFICATE SHALL NOT BE CONSTRUED TO CERTIFY THE ACCEPTABILITY, SUFFICIENCY OR APPROVAL BY THE ARCHITECTURAL COMMITTEE OF THE ACTUAL CONSTRUCTION OF THE IMPROVEMENTS OR OF THE WORKMANSHIP OR MATERIALS THEREOF. THE OWNER IS HEREBY NOTIFIED THAT THE CERTIFICATE IN NO WAY WARRANTS THE SUFFICIENCY, ACCEPTABILITY OR APPROVAL BY THE ARCHITECTURAL COMMITTEE OF THE~~

CONSTRUCTION, WORKMANSHIP, MATERIALS OR EQUIPMENT OF THE IMPROVEMENTS. ~~RECORDATION OF SUCH A CERTIFICATE~~ SHALL BE AT THE EXPENSE OF THE OWNER OF THE IMPROVED LOT.

(B) Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in Subparagraph (2) of this Section. If the Owner denies that such noncompliance exists, the procedures set out in Subparagraph (3) of this Section shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should ultimately find that noncompliance exists.

ARTICLE VIII

MAINTENANCE FUNDS AND ASSESSMENTS

8.01 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject to these Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration, as hereinafter provided in Section 8.07.

8.02 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Treemont Residential Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund and shall levy an annual assessment in the manner hereinafter provided against the Owners of any Lot, condominium unit, townhouse or patio homes, hereinafter referred to as the Property. 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, increase the amount of the annual assessments as necessary to satisfy the actual expenses incurred by the Association in performing its functions under this Declaration. All such assessments shall be due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. This assessment shall commence on the first day of the month following the month in which the first lot in the Property described in the exhibits to this Declaration is conveyed.

8.03 Special Assessments. In addition to the regular annual assessments provided for above in Section 8.02, the Board may levy

special assessments whenever in the Board's opinion such special assessments are necessary to enable the Board to carry out the functions of the Association under the Treemont Residential Restrictions.

8.04 Division of Assessment Among Owners.

(A) Assessments made by the Association under Section 8.02 and 8.03 shall be divided among all the Owners of Lots, condominium units, townhomes and patio homes located within the Property described on the exhibits to this Declaration, as amended, pro rata on the basis of the value of each owners property (land and improvements) as assessed by Travis County, Texas, for ad valorem tax purposes in the year immediately preceding the assessment.

(B) Where the obligation to pay an assessment first arises after the commencement of the year or other period for which the assessment was levied, the assessment shall be prorated as of the date when said obligation first arose, in proportion to the amount of the assessment year or other period remaining after said date.

8.05 Assessment Benefiting Specific Areas. The Association shall also have authority to levy assessments against specific local areas and Improvements to be expended for the benefit of the properties so assessed. The assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each parcel of land or Improvement need not be equal. Any such assessments shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided for regular and special assessments in this Article.

8.06 Assessment on Sale, Transfer or Conveyance of Property. Any Property sold, transferred, or conveyed by the owner (the "Transfer"), whether by deed, contract for deed, contract for sale, assignment or other instrument transferring title, or a right to acquire title or an interest therein upon the transfer, an assessment shall automatically be levied against the Property in an amount equal to 1% of the total sales price for the Property or interest therein, and shall be paid by the seller to the Association at the time the sale of the Property is closed. This assessment shall not apply to the following:

- (1) Transfers by devise or descent or by operation of law upon the death of an owner;
- (2) The creation of a lien or encumbrance upon the Property;
- (3) Transfer upon foreclosure of a lien judicial or nonjudicial, or transfer in contemplation of foreclosure; and

- (4) Transfer by the holders of mortgage lien, where title to the property was acquired by the holder of the lien at a judicial or nonjudicial sale or conveyance in contemplation of a judicial or nonjudicial sale.

The Declarant shall have the right to waive the provisions of this Section 8.06 on any sales made by DECLARANT.

8.07 Subassociation Assessments. Subassociations as defined in Section 1.26 and which are organized in accordance with the provisions of this Declaration shall have the authority and responsibility for levying and collecting general, and special assessments for the administration of the subassociation and common expenses thereof, provided, however, any such assessments shall be in addition to, and shall not limit or restrict the right of the Treemont Homeowners Association to levy and make assessments as herein provided. Any liens created as a result of the assessments by the subassociation shall be subordinate to the lien or liens created as a result of the Treemont Homeowners Association assessments.

8.08 Late Charges. If any assessment made pursuant to Article VIII is not paid within thirty (30) days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

8.09 Unpaid Assessments as Liens. All assessments, whether made pursuant to this Article VIII, or any other Article of this Declaration, if not paid within thirty (30) days after the date due, shall be deemed delinquent and in default. The amount of any delinquent assessment, and any late payment charge attributable thereto, plus interest on such assessment and late payment charge at a rate of ten percent (10%) per annum simple interest, (not to exceed the maximum charge permitted under applicable law) and the costs of collecting the same, including reasonable attorneys' fees, shall be the personal obligation of the Owner of the Property against which the assessment fell due and shall be a lien upon such Property. The transfer of title to such Property shall not terminate the lien, but personal obligation of the owner shall not pass to successors in title unless they assume the obligation. The Association may either (a) bring an action at law against the owner personally obligated to pay the same, (b) foreclose said lien against the Property or (c) both. No owner may waive or otherwise escape liability for any assessment by nonuse of Association Property or any common area or by the abandonment of any Property. A certificate executed and acknowledged by any Member of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

8.10 Mortgage Protection. Notwithstanding any other provision of the Treemont Residential Restrictions, no lien created under this Article VIII or under any other article of this Declaration, nor any lien arising by reason of any breach of the Treemont Residential Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon the Property made in good faith and for value. However, after a conveyance in lieu of foreclosure, such Property shall remain subject to the Treemont Residential Restrictions and shall thereafter be liable for all assessments levied after such completion of foreclosure or conveyance in lieu of foreclosure.

8.11 Effect of Amendments on Mortgages. No amendment of Section 8.10 of this Declaration shall affect the rights of any beneficiary whose mortgage or deed of trust has the first and senior priority as provided in Section 8.10, unless the mortgagee consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the mortgage, provided, however, that after foreclosure, or conveyance in lieu of foreclosure the Property which was subject to such mortgage or deed of trust shall be subject to such amendment.

8.12 Subordination. The lien for assessments provided for herein shall be subordinated to the lien of any first mortgage if the mortgage was recorded before the delinquent assessment became due. Sale or transfer of any property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any Property subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2032, unless amended as herein provided. After December 31, 2032, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of assessed value of the Property then subject to this Declaration, as assessed by Travis County, Texas for ad valorem tax purposes during the preceding year.

9.02 Amendment.

(A) By DECLARANT. This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association or after that date if the Amendment is made to correct a typographical error, or to comply with the requirements of the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) or Government National Mortgage Association (GNMA). No amendment by DECLARANT shall be effective until there has been recorded in the deed records of Travis County, Texas, an instrument executed and acknowledged by DECLARANT and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes.

(B) By Owners. In addition to the method in Section 9.02 (A) this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 5.03(A).

9.03 Utility Easements. The DECLARANT reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas conveyed to the Association or reserved as Local Common Areas or Recreation and Open Spaces, sewer and other pipelines, conduits, wires and any public utility function beneath or above the surface of the ground, with the approval of the Architectural Committee and with the right of access to the same at any time for the purposes of repair and maintenance.

9.04 Notices. Unless otherwise provided herein, 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 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 to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas, and all obligations herein shall be performed in Travis County, Texas.

9.06 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal

construction activities during the construction of Improvements by an Owner (including DECLARANT) upon Property within the Community. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration, and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary waiver of the applicable provision and any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

9.07 Exemption of DECLARANT. Notwithstanding any provision in this Declaration to the contrary, neither DECLARANT nor any of DECLARANT's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of DECLARANT to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

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

9.09 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any owner at his own expense, DECLARANT, and/or the Board of Directors, or Architectural Committee, shall have the right to enforce all of the provisions of the Treemont Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision.

(B) Violation of Treemont Residential Restrictions. Every act or omission whereby any provision of the Treemont Residential Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner (at his own expense), DECLARANT, or the Board.

(C) Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the Property is hereby declared to be a violation of the Treemont Residential Restrictions and subject to all of the enforcement procedures set forth in said restrictions.

(D) Nonwaiver. The failure to enforce any provision of the Treemont Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(E) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or condominium unit constructed on the Property in order to enforce any right or effect compliance with this Declaration.

9.10 Construction.

(A) Restrictions Severable. The provisions of the Treemont Residential Restrictions 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.

(B) Singular Includes Plural. 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.

(C) Captions. 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 this 22ND day of FEBRUARY, 1984.

DECLARANT:

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

STATE OF TEXAS §
 § SS
COUNTY OF TRAVIS §

NOTARY SEAL

This instrument was acknowledged before me, on this the 22 day of February, 1984 by George S. Nalle, III.

Mary Jensen
Notary Public, Travis County,
Texas

My Commission Expires:

MARY JENSEN

Notary Public in and for the State of Texas
My Commission Expires July 6, 1985

Mary Jensen
(Name - Typed or Printed)

CONSENT OF MORTGAGEE

3-72-8038

InterFirst Bank Austin, N.A., as the holder of a lien against the Property under the Deed of Trust of record in Volume _____, page _____, Deed of Trust Records of Travis County, Texas, hereby joins herein for the purposes of evidencing its consent to the foregoing and subordinating all liens against the Property to this Declaration.

INTERFIRST BANK AUSTIN, N.A.

NO SEAL

By: John W. Royal
Its: _____

STATE OF TEXAS

§
§
§

SS

COUNTY OF TRAVIS

This instrument was acknowledged before me, on this the 22 day of February, 1971, by Mary Jensen, of InterFirst Bank Austin, N.A., a national banking association, on behalf of said association.

NOTARY SEAL

Mary Jensen
Notary Public, Travis County,
Texas

My Commission Expires:

MARY JENSEN

Notary Public in and for The State of Texas
My Commission Expires July 6, 1976

Mary Jensen
(Name - Typed or Printed)

020884

8612 701

Treemont Phase "A"
Boundary
40.67 Acres

FN 1623 p (CAR)
April 17, 1984
EH&A Job No. 1681-90

3-72-8039

A DESCRIPTION OF 40.67 ACRES OF LAND OUT OF THE HENRY P. HILL LEAGUE TRAVIS COUNTY, TEXAS, 38.09 ACRES BEING ALL OF "TREEMONT PHASE A SECTION I" A SUBDIVISION OF RECORD IN BOOK 83, PAGE 134D, 135A AND 135B OF THE PLAT RECORD OF TRAVIS COUNTY, TEXAS AND 2.58 ACRES BEING ALL OF "TREEMONT PHASE A SECTION II" A SUBDIVISION OF RECORD IN BOOK 83, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 40.67 ACRES, AS SHOWN ON ESPEY, HUSTON & ASSOCIATES, INC. PLATS NO. 1118 AND 1182, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a concrete monument found at the southwest corner of Lot 9, Block "B" of said "Treemont Phase A Section I" same being in the east line of "Beecave Woods Section Four" a subdivision of record in Book 79, Pages 350, 351 and 352 of the Plat Records of Travis County, Texas;

THENCE with the west line of said "Treemont Phase A Section I" and the east line of said "Beecave Woods Section Four", N 00° 01' 46" W, a distance of 1258.46 feet to a concrete monument found at the northeast corner of said "Beecave Woods Section Four" same being the southeast corner of a tract of land deeded to Beecave Development Co. recorded in Volume 5869, Page 974 of the Deed Records of Travis County, Texas, also being an angle point in Lot 2, Block "A" of said "Treemont Phase A Section I";

THENCE continuing with the west line of said "Treemont Phase A Section I" and with the east line of said Beecave Developments Co. Tract, N 00° 02' 22" W, a distance of 79.18 feet to an iron pin found at the northwest corner of said "Treemont Phase A Section I" same being the southwest corner of a remainder portion of a tract of land deeded to George S. Nalle, III in Volume 7667, Page 104 of the Deed Records of Travis County, Texas;

THENCE with the north line of said "Treemont Phase A Section I" same being an interior line of said George S. Nalle, III Tract the following seven (7) courses and distances:

1. N 83° 16' 26" E, a distance of 143.64 feet to an iron pin found,
2. N 76° 47' 28" E, a distance of 244.15 feet to an iron pin found,
3. N 73° 05' 09" E, a distance of 218.87 feet to an iron pin found,
4. N 84° 18' 02" E, a distance of 322.87 feet to a concrete monument found,

EXHIBIT "A", Page 1 of 7

8612

702

Treemont Phase "A"
Boundary
40.67 Acres

FN 1623p (CAR)
April 17, 1984
EH&A Job No. 1681-90

3-72-8040

5. S 73° 48' 50" E, a distance of 143.35 feet to an iron pin found,
6. N 89° 44' 58" E, a distance of 120.00 feet to an iron pin found,
and
7. S 75° 36' 47" E, a distance of 64.00 feet to an iron pin found at
the northeast corner of said "Treemont Phase A Section I" same
being the northwest corner of said "Treemont Phase A
Section II";

THENCE continuing with an interior line of the said George S. Nalle, III Tract and
with the northerly and easterly lines of said "Treemont Phase A Section II" the
following four (4) courses and distances:

1. S 75° 36' 47" E, a distance of 42.71 feet to an iron pin found in
the southerly line of proposed Barton Skyway,
2. with the said southerly line of proposed Barton Skyway, a
distance of 28.45 feet with the arc of a curve to the left having
a central angle of 00° 33' 28", a radius of 2922.29 feet and a
chord bearing S 47° 45' 05" E, a distance of 28.45 feet to a
concrete monument found at a point of tangency,
3. continuing with the said southerly line of Barton Skyway,
S 48° 01' 49" E, a distance of 367.35 feet to a concrete monu-
ment found at the northeast corner of said "Treemont Phase A
Section II", and
4. S 44° 05' 28" W, a distance of 288.82 feet to an iron pin found
at the southeast corner of said "Treemont Phase A Section II"
same being a point on a curve in the east line of Thousand Oaks
Drive a sixty (60) foot wide right-of-way of said "Treemont
Phase A Section I";

THENCE with the said east line of Thousand Oaks Drive same being the east line of
said "Treemont Phase A Section I" also being an interior line of said George S.
Nalle, III Tract the following two (2) courses and distances:

1. A distance of 109.11 feet with the arc of a curve to the right
having a central angle of 15° 24' 06," a 405.90 foot radius and a
chord bearing S 30° 54' 48" E, a distance of 108.78 feet to an
iron pin found at a point of tangency, and
2. S 23° 12' 45" E, a distance of 234.18 feet to a concrete monu-
ment found;

3-72-8041

THENCE with the south line of said "Treemont Phase A Section I" also being in interior line of said George S. Nalle, III Tract the following seven (7) courses and distances:

1. S 66° 47' 15" W, a distance of 60.00 feet to an iron pin found,
2. S 64° 41' 47" W, a distance of 140.90 feet to an iron pin found,
3. S 84° 18' 18" W, a distance of 182.62 feet to an iron pin found,
4. S 46° 22' 26" W, a distance of 233.60 feet to a concrete monument found,
5. S 35° 56' 34" W, a distance of 352.27 feet to an iron pin found,
6. S 62° 18' 12" W, a distance of 302.63 feet to an iron pin found, and
7. N 86° 37' 31" W, a distance of 505.57 feet to the PLACE OF BEGINNING, containing 40.67 acres of land.

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS:

That I, Patrick A. Smith, a Registered Public Surveyor, 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 18TH day of APRIL, 1984, A.D.

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767

Patrick A. Smith
Patrick A. Smith
Registered Public Surveyor
No. 4280 - State of Texas

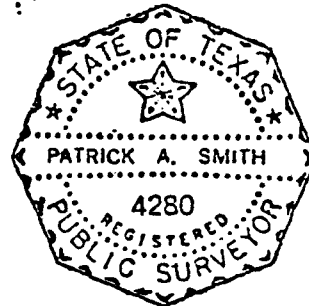


EXHIBIT "A", Page 3 of 7

Treemont Phase A, Section I and Section II Height Restriction and Requirements, Building Set Back Requirements, Driveway Location Requirements, Minimum House Sizes.

3-72-8042

FINAL PLAT DESIGNATION

<u>Phase</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>	<u>Added Restrictions</u>
A	I	A	1	Two story house only. Driveway on Puddleby Lane. Additional easement (within the LCRA easement) will be dedicated on the southwest corner for subdivision entrance landscaping.
A	I	A	2	Two story house only.
A	I	A	3	Two story house only.
A	I	A	4	No additional restrictions.
A	I	A	5	One or two story house. House to face Thousand Oaks Drive. Driveway to be on Puddleby Lane as close to the northwest corner of the lot as possible.
A	I	A	6	Two story house only.
A	I	A	7	Two story house only.
A	I	A	8	Two story house only.
A	I	A	9	Two story house only.
A	I	A	10	Two story house only.
A	I	A	11	Two story house only.
A	I	A	12	Two story house only.
A	II	A	13	Two story house only.
A	II	A	14	Two story house only.
A	II	A	15	Two story house only.
A	I	B	19	Two story house only. Driveway to be located on the half cul-de-sac.

A	I	B	20	Two story house only.
A	I	B	21	Two story house only.
A	I	B	22	Two story house only. Driveway to be located on the half cul-de-sac.
A	I	B	23	Two story house only. Driveway to be located on Foxcroft.
A	I	B	24	No additional restrictions.
A	I	B	25	No additional restrictions.
A	I	B	26	Two story house only.
A	I	B	27	Two story house only. The house is to be located on the front (northeast) two-thirds of the lot with the back (southwest) one-third of the lot, minimum, to be the back yard.
A	I	B	28	No additional restrictions.
A	I	B	29	No additional restrictions.
A	I	B	30	Two story house only. Driveway to be located on Prestwood Place as close to the southwest corner of the lot as possible.
A	I	B	31	No additional restrictions.
A	I	B	32	No additional restrictions.
A	I	B	33	No additional restrictions.
A	I	B	34	Two story house only.
A	I	B	35	Two story house only. Driveway to be located on Prestwood Place as close to the southwest corner of the lot as possible. Additional easement on the northwest corner of the lot (within the LCRA easement) will be dedicated for subdivision entrance landscaping. Additional easement along Thousand Oaks will

be dedicated for retaining walls and landscaping.

A	I	B	1	Height and building envelope to be established. Minimum house size, 3,000 sq. feet. Additional easement on the northeast corner will be dedicated for entrance gates and landscaping.
A	I	B	2	One story house only. Building envelope to be established. Minimum house size, 3,000 sq. ft.
A	I	B	3	One or two story house. Building envelope to be established. 3,000 sq. ft. house.
A	I	B	4	No building site on lot.
A	I	B	5	No building site on lot.
A	I	B	6	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	7	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	8	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	9	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	10	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	11	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	12	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	13	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	14	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	15	Two story house only. Minimum

3-72-8045

				house size, 3,000 square feet.
A	I,	B	16	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	17	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	18	Two story house only. Minimum house size, 3,000 square feet. Driveway to be on Regents Park as close to the west end of the lot as possible. Additional easement on the southeast corner of the lot will be dedicated for entrance gates and landscaping.

3-72-8046

Treemont Phase "B"
Section 1, Block "H"
13.71 Acres

FN 1047 R (CAR)
June 23, 1983
EH&A Job No. 1681-33
Ref.: EH&A Plat No. 554

A DESCRIPTION OF 13.71 ACRES OF LAND OUT OF THE HENRY P. HILL LEAGUE, TRAVIS COUNTY, TEXAS BEING A PORTION OF A CERTAIN 208.36 ACRE TRACT OF LAND CONVEYED TO GEORGE S. NALLE, III, RECORDED IN VOLUME 7667, PAGE 104 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 13.71 ACRE TRACT OF LAND, BEING PROPOSED TREEMONT PHASE "B", SECTION 1, BLOCK "H", LOT 1 AS SHOWN ON ESPEY HUSTON & ASSOCIATES SURVEY PLAT NO. 554, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found in the westerly line of Bee Cave Road also known as State FM Road 2244 (100 foot right-of-way), same being the most northerly corner of the Zilker Heights, a subdivision of record in Plat Book 75, Page 330 of the Plat Records of Travis County, Texas, said corner also being an angle point in the easterly line of said 208.36 acre tract;

THENCE with the common line between said Zilker Heights and said 208.36 acre tract of the following two (2) courses and distances:

1. S 39° 19' 04" W, a distance of 116.10 feet to a 1/2 inch iron pipe found, and
2. S 32° 09' 57" W, a distance of 136.96 feet to a 1/2 inch iron pipe found in the base of Cedar Tree;

THENCE leaving the common line between said Zilker Heights and said 208.36 acre tract, over and across said 208.36 acre the following two (2) courses and distances:

1. S 49° 48' 00" W, a distance of 296.53 feet to an iron pin set being the most southerly corner of the herein described tract, and
2. N 58° 02' 08" W, a distance of 294.51 feet to a 1 inch iron pipe found being an angle point in that certain 1.14 acre tract of land conveyed to Marion Dellana, recorded in Volume 6665, Page 1659 of the Deed Records of Travis County, Texas;

THENCE with the common line between said 1.14 acre tract and said 208.36 acre tract the following four (4) courses and distances:

1. N 24° 37' 28" W, a distance of 132.66 feet to a 3/4 inch iron pipe found,
2. N 63° 44' 48" W, a distance of 149.68 feet to a 1 1/2 inch iron pipe found,

8612 709

3-72-8047

Treemont Phase "B"
Section 1, Block "H"
13.71 Acres

FN 1047 R (CAR)
June 23, 1983
EH&A Job No. 1681-33
Ref.: EH&A Plat No. 554

- 3. S 38° 55' 10" W, a distance of 84.97 feet to a 3/4 inch iron pipe found, and
- 4. S 11° 25' 58" E, a distance of 45.00 feet to an iron pin set being the point of curvature of an offset cul-de-sac at the northern termination of a proposed fifty (50) foot wide street;

THENCE departing the common line between said 1.14 acre tract and said 208.36 acre tract, over and across said 208.36 acre tract the following three (3) courses and distances:

- 1. with the said proposed cul-de-sac, a distance of 137.01 feet with the arc of a curve to the left having a radius of 50.00 feet, central angle of 157° 00' 00" and a chord bearing N 89° 55' 58" W, a distance of 97.99 feet to an iron pin set,
- 2. leaving the said proposed cul-de-dac, S 84° 36' 36" W, a distance of 240.46 feet to a square head bolt found, and
- 3. N 01° 45' 53" E, a distance of 195.13 feet to a 1/2 inch iron pin found at an angle point in the southerly line of a remainder portion of a 1249 acre tract of land, described as Tract No. 2, conveyed to Charles Dellana, recorded in Volume 498, Page 85 of the Deed Records of Travis County, Texas;

THENCE with the common line between said remainder portion of a 1249 acre tract and said 208.36 acre tract the following seven (7) courses and distances:

- 1. N 46° 16' 26" E, a distance of 416.61 feet to a 1/2 inch iron pin found,
- 2. N 72° 46' 07" E, a distance of 129.32 feet to a 1/2 inch iron pin found,
- 3. N 71° 13' 39" E, a distance of 246.91 feet to a 1/2 inch iron pin found,
- 4. S 80° 32' 07" E, a distance of 69.74 feet to a 60-d nail found,
- 5. N 68° 37' 24" E, a distance of 103.72 feet to a 1/2 inch iron pin found,
- 6. N 85° 21' 48" E, a distance of 88.40 feet to a 1/2 inch iron pin found, and
- 7. N 78° 22' 41" E, a distance of 122.64 feet to a 3/4 inch iron pin found in the westerly line of said Bee Cave Road, same being the southwest corner of the said remainder portion of a 1249 acre tract and the northeast corner hereof;

Treemont Phase "B"
Section 1, Block "H"
13.71 Acres

3-72-8048
FN 1047 R (CAR)

June 23, 1983

EH&A Job No. 1681-33

Ref.: EH&A Plat No. 554

THENCE with the westerly line of said Bee Cave Road and the easterly line of the herein described tract the following two (2) courses and distances:

1. S 00° 27' 30" E, a distance of 70.01 feet to a concrete right-of-way marker found, and
2. a distance of 440.45 feet with the arc of a curve to the left having a radius of 609.18 feet, a central angle of 41° 25' 35" and a chord bearing S 21° 10' 17" E, a distance of 430.92 feet to the POINT OF BEGINNING containing 13.71 acres of land.

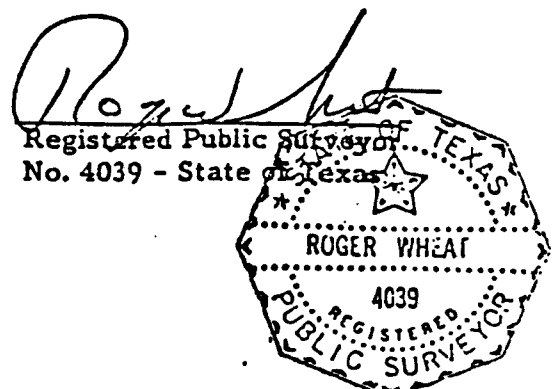
THE STATE OF TEXAS |
 |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

That I, Roger Wheat, a Registered Public Surveyor, 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 24 day of JUNE, 1983, A.D.

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767



3500

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREEMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS

1578 * 35.00

0392 0893

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 24th day of May, 1984, George S. Nalle, III, ("Declarant"), filed of record the "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area Travis County, Texas", (the "Declaration") which Declaration was duly recorded in the Real Property Records of Travis County, Texas, at Volume 8612, Page 661; and

WHEREAS, the Declaration reserved the right to annex additional land to said Declaration, and subject said additional land to the covenants, conditions and restrictions established by said Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: Declarant, George S. Nalle, III, does hereby annex the following described real property, as part of and subject to the "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area, Travis County, Texas", to-wit:

8.04 acres of land situated in the Henry P. Hill Survey #21, Travis County, Texas, being all of the that certain tract of land known as Treemont, Phase B, Section 2, a subdivision of record Book 84, page 144D - 145A of the Plat Records of Travis County, Texas.

which property is more fully described by metes and bounds on Exhibit "A - Amended", Part II, attached hereto and incorporated herein by reference for all purposes, and Declarant does publish and declare that all of the terms, covenants, conditions, easements, restrictions, uses, limitations, obligations and benefits set forth in said Declaration shall be deemed to be a covenant running with the land described on Exhibit "A - Amended" and which shall henceforth be a burden and a benefit to any person acquiring or owning any interest in said Real Property, their grantees, successors, heirs, executors, administrators.

Declarant does hereby incorporate Exhibit "A - Amended" attached hereto, to the original Declaration, as if, and with the same force and effect as having originally been attached to said Declaration, recorded in Volume 8612, page 661.

REAL PROPERTY RECORDS
Travis County, Texas

09188 0082

Each and every reference in the Original Declaration to Exhibit "A", shall hereafter be, and constitute a reference to Exhibit "A - Amended", and each and every paragraph, subparagraph, or provisions of said Declaration where Exhibit "A" is stated, is hereby amended to read Exhibit "A - Amended".

Article IV, Section 4.02 "Improvements and Use - Single-Family Residential", is amended to read as follows:

(A) The Property shown on Exhibit A - Amended shall be used as homesites for single-family residences only. All lots within such areas shall be improved and used solely for single-family residences, with all improvements on said lots being within the height limitations set forth for such lots on Exhibit A - Amended and within the building set-back lines, shown on Exhibit A - Amended, or the height limitation and building set-back lines established by this Declaration or the height limitation and building set-back lines established on the subdivision plat of such lot, whichever is more restrictive. No lots within any portion of the Property designated by DECLARANT for use as single-family residential shall be improved or used except by a dwelling or structure designated to accommodate not more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence. Outbuildings and storage sheds shall be permitted subject to the prior written approval of the Architectural Committee. All single-family residences on lots within Treemont Phase A, Sections I and II, a subdivision in Travis County, Texas, recorded in Volume 83, pages 134D, 135A and 135B, Plat Records of Travis County, which subdivision is within the property described on Exhibit A - Amended, shall be 2,500 square feet or larger, exclusive of eaves, steps, open porches, patios, atriums, garages and outbuildings, and all single-family residences on lots within Treemont Phase B, Section 2, a subdivision in Travis County, Texas, recorded in Volume 84, pages 144D and 145A, Plat Records of Travis County, Texas, which subdivision is within the property described on Exhibit "A - Amended", shall be 3,200 square feet or larger, exclusive of eaves, steps, open porches, patios, atriums, garages and outbuildings. The Architectural Committee may, in its sole discretion, reduce this requirement for particular lots to 2,000 square feet if the lot size or topography, in the sole opinion of the Architectural Committee, warrants such variance. Portions of lots, as shown on Exhibit A - Amended are subject to being dedicated by Declarant for subdivision entrance, landscaping, fencing and retaining walls.

(B) Single-Family Residential - Townhouse/Condominiums.

The property shown on Exhibit B shall be used as homesites for single-family townhouse or condominium units containing not more than 210 such units in one or more buildings with common party walls.

Article III, Section 3.19, "Fences" is amended to read as follows:

(A) The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee. Chain link fences are specifically prohibited, and wooden fences shall not normally be permitted, except under the conditions specified in Article IV, Section 4.12. Fences shall generally be built of masonry or wrought iron or a combination of masonry and wrought iron and shall be designed to be compatible with the residence and other nearby structures. The Architectural Committee may, in its sole discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Property.

(B) Any fence constructed by the DECLARANT on Lots 1, 2, 10, 11 and 12, Treemont Phase B, Section 2, shall be maintained by the Treemont Homeowners Association, and the owner of any such lot where said fence is located shall be, and is, prohibited from altering, removing, maintaining, modifying, painting or changing the size, location or exterior surface of said fence without the express written permission of the Treemont Residential Architectural Committee, and the express written permission of the Heritage Square Architectural Committee, which Heritage Square Architectural Committee was established by DECLARANT pursuant to the Declaration of Covenants, Conditions and Restrictions for Heritage Square Office Park recorded in Volume 8387, page 570, Deed Records of Travis County, Texas.

(C) Any fence constructed by the DECLARANT on Lots 2, 3 and 4, Treemont Phase B, Section 2, shall be maintained by the Treemont Homeowners Association, and the owner of any such lot where said fence is located shall be, and is, prohibited from altering, removing, maintaining, modifying, painting or changing the size, location or exterior surface of said fence without the express written permission of the Treemont Residential Architectural Committee.

(D) Any fence constructed by the DECLARANT on Lots 8, 9 and 10, Treemont Phase B, Section 2, shall be maintained by the Treemont Homeowners Association, and the owner of any such lot where said fence is located shall be, and is,

09188 0084

prohibited from altering, removing, maintaining, modifying, painting or changing the size, location or exterior surface of said fence without the express written permission of the Treemont Residential Architectural Committee, and the express written permission of the Heritage Square Architectual Committee, which Heritage Square Architectural Committee was established by DECLARANT pursuant to the Declaration of Covenants, Conditions and Restrictions for Heritage Square Office Park recorded in Volume 8387, page 570, Deed Records of Travis County, Texas.

DECLARANT, his successors and assigns, do hereby reserve an Easement of ingress and egress over and across Lots 1, 2, 3, 4, 8, 9, 10, 11 and 12, Treemont Phase B, Section 2, for the purpose of constructing upon the aforesaid lots, a masonry fence, the height and design of which shall be determined by DECLARANT in his sole discession, and DECLARANT, his successors and assigns, do hereby reserve an easement of ingress and egress over and across Lots 1, 2, 3, 4, 8, 9, 10, 11 and 12, Treemont Phase B, Section 2, for the purpose of altering, removing, modifying, repairing or otherwise performing maintenance upon said masonry fence, as DECLARANT, his successors and assigns, in their sole discession deem necessary.

Executed this 30th day of MAY, 1985.

DECLARANT:

By: George S. Nalle III
George S. Nalle, III

STATE OF TEXAS §
 § ss
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on this the 30th day of May, 1985, by George S. Nalle, III.

LOIS P. SPEARS
NOTARY PUBLIC
COMMISSION EXPIRES 7/19/88

Lois P. Spears
Notary Public, in and for
the State of Texas

My Commission Expires:

(Name - Typed or Printed)

NOTARY SEAL

09188 0085

CONSENT OF MORTGAGEE

InterFirst Bank Austin, N.A., as the holder of a lien against the Property under the Deed of Trust of record in Volume 7662, page 880, and Volume 8865, page 662, Deed of Trust Records of Travis County, Texas, hereby joins herein for the purposes of evidencing its consent to the foregoing and subordinating all liens against the Property to this Declaration.

INTERFIRST BANK AUSTIN, N.A.

By: Jan Cox Dwyer
Its: Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on this the 30th day of May, 1985, by Jan Cox Dwyer of InterFirst Bank Austin, N.A., a national banking association, on behalf of said association.

Christine McPhail
Notary Public, in and for
the State of Texas

My Commission Expires:
3/19/869

Christine McPhail
(Name - Typed or Printed)

NOTARY SEAL

09188 0086

PART I

A DESCRIPTION OF 40.67 ACRES OF LAND OUT OF THE HENRY P. HILL LEAGUE TRAVIS COUNTY, TEXAS, 38.09 ACRES BEING ALL OF "TREMONT PHASE A SECTION I" A SUBDIVISION OF RECORD IN BOOK 83, PAGE 134D, 135A AND 135B OF THE PLAT RECORD OF TRAVIS COUNTY, TEXAS AND 2.58 ACRES BEING ALL OF "TREMONT PHASE A SECTION II" A SUBDIVISION OF RECORD IN BOOK 83, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 40.67 ACRES, AS SHOWN ON ESPEY, HUSTON & ASSOCIATES, INC. PLATS NO. 1118 AND 1182, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a concrete monument found at the southwest corner of Lot 9, Block "B" of said "Tremont Phase A Section I" same being in the east line of "Beecave Woods Section Four" a subdivision of record in Book 79, Pages 350, 351 and 352 of the Plat Records of Travis County, Texas;

THENCE with the west line of said "Tremont Phase A Section I" and the east line of said "Beecave Woods Section Four", N 00° 01' 46" W, a distance of 1258.46 feet to a concrete monument found at the northeast corner of said "Beecave Woods Section Four" same being the southeast corner of a tract of land deeded to Beecave Development Co. recorded in Volume 5869, Page 974 of the Deed Records of Travis County, Texas, also being an angle point in Lot 2, Block "A" of said "Tremont Phase A Section I";

THENCE continuing with the west line of said "Tremont Phase A Section I" and with the east line of said Beecave Developments Co. Tract, N 00° 02' 22" W, a distance of 79.18 feet to an iron pin found at the northwest corner of said "Tremont Phase A Section I" same being the southwest corner of a remainder portion of a tract of land deeded to George S. Nalle, III in Volume 7667, Page 104 of the Deed Records of Travis County, Texas;

THENCE with the north line of said "Tremont Phase A Section I" same being an interior line of said George S. Nalle, III Tract the following seven (7) courses and distances:

1. N 83° 16' 26" E, a distance of 143.64 feet to an iron pin found,
2. N 76° 47' 28" E, a distance of 244.15 feet to an iron pin found,
3. N 73° 05' 09" E, a distance of 218.37 feet to an iron pin found,
4. N 84° 18' 02" E, a distance of 322.37 feet to a concrete monument found,

EXHIBIT A - AMENDED

Page 1 of 12

09188 0087

Treemont Phase "A"
Boundary
40.67 Acres

FN 1623p (CAP)
April 17, 1984
EH&A Job No. 1631-90

5. S 73° 48' 50" E, a distance of 143.35 feet to an iron pin found,
6. N 89° 44' 53" E, a distance of 120.00 feet to an iron pin found, and
7. S 75° 36' 47" E, a distance of 64.00 feet to an iron pin found at the northeast corner of said "Treemont Phase A Section I" same being the northwest corner of said "Treemont Phase A Section II";

THENCE continuing with an interior line of the said George S. Nalle, III Tract and with the northerly and easterly lines of said "Treemont Phase A Section II" the following four (4) courses and distances:

1. S 75° 36' 47" E, a distance of 42.71 feet to an iron pin found in the southerly line of proposed Barton Skyway,
2. with the said southerly line of proposed Barton Skyway, a distance of 23.45 feet with the arc of a curve to the left having a central angle of 00° 33' 23", a radius of 2922.29 feet and a chord bearing S 47° 45' 05" E, a distance of 23.45 feet to a concrete monument found at a point of tangency,
3. continuing with the said southerly line of Barton Skyway, S 48° 01' 49" E, a distance of 367.35 feet to a concrete monument found at the northeast corner of said "Treemont Phase A Section II", and
4. S 44° 05' 23" W, a distance of 283.32 feet to an iron pin found at the southeast corner of said "Treemont Phase A Section II" same being a point on a curve in the east line of Thousand Oaks Drive a sixty (60) foot wide right-of-way of said "Treemont Phase A Section I";

THENCE with the said east line of Thousand Oaks Drive same being the east line of said "Treemont Phase A Section I" also being an interior line of said George S. Nalle, III Tract the following two (2) courses and distances:

1. A distance of 109.11 feet with the arc of a curve to the right having a central angle of 15° 24' 06," a 405.90 foot radius and a chord bearing S 30° 54' 48" E, a distance of 103.73 feet to an iron pin found at a point of tangency, and
2. S 23° 12' 45" E, a distance of 234.18 feet to a concrete monument found;

09188 0088

THENCE with the south line of said "Tremont Phase A Section I" also being in interior line of said George S. Nalle, III Tract the following seven (7) courses and distances:

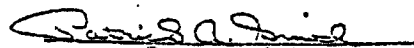
1. S 66° 47' 15" W, a distance of 60.00 feet to an iron pin found,
2. S 64° 41' 47" W, a distance of 140.90 feet to an iron pin found,
3. S 84° 18' 18" W, a distance of 182.62 feet to an iron pin found,
4. S 46° 22' 26" W, a distance of 233.60 feet to a concrete monument found,
5. S 35° 56' 34" W, a distance of 352.27 feet to an iron pin found,
6. S 62° 18' 12" W, a distance of 302.63 feet to an iron pin found, and
7. N 85° 37' 31" W, a distance of 505.57 feet to the PLACE OF BEGINNING, containing 40.67 acres of land.

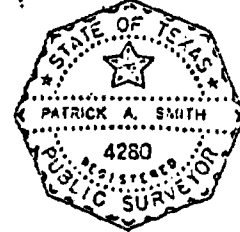
THE STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS |

That I, Patrick A. Smith, a Registered Public Surveyor, 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 18TH day of APRIL, 1984, A.D.

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767


Patrick A. Smith
Registered Public Surveyor
No. 4280 - State of Texas



Treemont Phase A, Section I and Section II Height Restriction
 and Requirements, Building Set Back Requirements, Driveway
 Location Requirements, Minimum House Sizes.

FINAL PLAT DESIGNATION

<u>Phase</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>	<u>Added Restrictions</u>
A	I	A	1	Two story house only. Drive- way on Puddleby Lane. Addi- tional easement (within the LCRA easement) will be dedicated on the southwest corner for subdivision entrance landscaping.
A	I	A	2	Two story house only.
A	I	A	3	Two story house only.
A	I	A	4	No additional restrictions.
A	I	A	5	One or two story house. House to face Thousand Oaks Drive. Driveway to be on Puddleby Lane as close to the northwest corner of the lot as possible.
A	I	A	6	Two story house only.
A	I	A	7	Two story house only.
A	I	A	8	Two story house only.
A	I	A	9	Two story house only.
A	I	A	10	Two story house only.
A	I	A	11	Two story house only.
A	I	A	12	Two story house only.
A	II	A	13	Two story house only.
A	II	A	14	Two story house only.
A	II	A	15	Two story house only.
A	I	B	19	Two story house only. Driveway to be located on the half cul- de-sac.

09188 0090

A	I	B	20	Two story house only.
A	I	B	21	Two story house only.
A	I	B	22	Two story house only. Driveway to be located on the half cul-de-sac.
A	I	B	23	Two story house only. Driveway to be located on Foxcroft.
A	I	B	24	No additional restrictions.
A	I	B	25	No additional restrictions.
A	I	B	26	Two story house only.
A	I	B	27	Two story house only. The house is to be located on the front (northeast) two-thirds of the lot with the back (southwest) one-third of the lot, minimum, to be the back yard.
A	I	B	28	No additional restrictions.
A	I	B	29	No additional restrictions.
A	I	B	30	Two story house only. Driveway to be located on Prestwood Place as close to the southwest corner of the lot as possible.
A	I	B	31	No additional restrictions.
A	I	B	32	No additional restrictions.
A	I	B	33	No additional restrictions.
A	I	B	34	Two story house only.
A	I	B	35	Two story house only. Driveway to be located on Prestwood Place as close to the southwest corner of the lot as possible. Additional easement on the northwest corner of the lot (within the LCRA easement) will be dedicated for subdivision entrance landscaping. Additional easement along Thousand Oaks will

09188 0091

be dedicated for retaining walls and landscaping.

A	I	B	1	Height and building envelope to be established. Minimum house size, 3,000 sq. feet. Additional easement on the northeast corner will be dedicated for entrance gates and landscaping.
A	I	B	2	One story house only. Building envelope to be established. Minimum house size, 3,000 sq. ft.
A	I	B	3	One or two story house. Building envelope to be established. 3,000 sq. ft. house.
A	I	B	4	No building site on lot.
A	I	B	5	No building site on lot.
A	I	B	6	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	7	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	8	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	9	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	10	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	11	Two story house only. Minimum house size, 4,000 square feet.
A	I	B	12	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	13	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	14	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	15	Two story house only. Minimum

A	I,	B	16	house size, 3,000 square feet.
A	I	B	17	Two story house only. Minimum house size, 3,000 square feet.
A	I	B	18	Two story house only. Minimum house size, 3,000 square feet. Driveway to be on Regents Park as close to the west end of the lot as possible. Additional easement on the southeast corner of the lot will be dedicated for entrance gates and landscaping.

PART II

FIELD NOTE DESCRIPTION OF 8.04 ACRES OF LAND SITUATED IN THE HENRY P. HILL SURVEY NO. 21, TRAVIS COUNTY, TEXAS BEING ALL OF THAT CERTAIN TREEMONT, PHASE "B", SECTION 2 A SUBDIVISION OF RECORD IN BOOK 84, PAGE 144D AND 145A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 8.04 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found set in a concrete monument on the east right-of-way line of Montebello Road (based on a 64.00 foot width at this point) as dedicated by Treemont, Phase "C", a subdivision of record in Book 83, Page 145D and 146A of the Plat Records of Travis County, Texas also being the southwesterly corner of Lot 1, of said Treemont Phase "C", also being the most northeasterly corner of said Treemont, Phase "B", Section 2;

THENCE, with the east right-of-way line of Montebello Road, as dedicated by said Treemont, Phase "B", Section 2 the following four (4) courses and distances:

1. S 37° 58' 58" W, a distance of 101.17 feet to an iron rod found for a point of curvature,
2. in a southerly direction 265.79 feet along the arc of a curve to the left having a central angle of 31° 15' 00", a radius of 487.32 feet, and a chord of which bears S 22° 21' 28" W, a distance of 262.51 feet to an iron rod found for the point of tangency,
3. S 06° 43' 58" W, a distance of 246.86 feet to an iron rod found for a point of curvature, and
4. in a southeasterly direction 350.81 feet along the arc of a curve to the left having a central angle of 75° 00' 00", a radius of 268.00 feet, and a chord of which bears S 30° 46' 02" E, a distance of 326.30 feet to an iron rod found for the point of tangency, also being the most northerly corner of that portion of Montebello Road, as dedicated by Treemont, Phase "B-1", Lot 3, a subdivision of record in Book 85, Page 39A, 39B and 39C of the Plat Records of Travis County, Texas;

THENCE, S 21° 43' 58" W, over and across the right-of-way of Montebello Road, with the common line between said Treemont, Phase "B", Section 2, and said Treemont, Phase "B-1", Lot 3, a distance of 64.00 feet to a concrete monument found for a point of curvature in the west right-of-way line of Montebello Road;

THENCE, in a northwesterly direction, with the west right-of-way line of Montebello Road, as dedicated by said Treemont, Phase "B", Section 2, 168.12 feet along the arc of a curve to the right having a central angle of 29° 00' 50", a radius of 332.00 feet, and a chord of which bears N 53° 45' 37" W, a distance of 166.33 feet to an iron rod found for the most southeasterly corner of Lot 2, Block "A" of said Treemont, Phase "B", Section 2;

THENCE, N 90° 00' 00" W, departing the west right-of-way line of Montebello Road, and with the back lot lines of Lots 2, 3, and 4, Block "A", of said Treemont, Phase "B", Section 2, a distance of 357.35 feet to a concrete monument found for an angle point in the back lot line of said Lot 4;

THENCE, with the back lot lines of Lots 4, 5, 6, 7, and 8 of Block "A", of said Treemont, Phase "B", Section 2, the following nine (9) courses and distances:

1. N 15° 46' 29" W, a distance of 77.70 feet to an iron rod found for an angle point in the back lot line of said Lot 4,

2. N 04° 18' 05" E, a distance of 75.60 feet to an iron rod found for an angle point in the back lot line of said Lot 4,
3. N 14° 01' 11" W, a distance of 72.74 feet to an iron rod found for an angle point in the back lot line of said Lot 5,
4. N 08° 55' 17" W, a distance of 102.11 feet to an iron rod found for an angle point in the back lot line of said Lot 5,
5. N 06° 27' 15" E, a distance of 107.26 feet to an iron rod found for an angle point in the back lot line of said Lot 6,
6. N 03° 51' 39" E, a distance of 166.85 feet to an iron rod found for an angle point in the back lot line of said Lot 7,
7. N 00° 15' 04" W, a distance of 124.77 feet to an iron rod found for the common corner between said Lots 7 and 8,
8. N 14° 08' 43" E, a distance of 42.48 feet to an iron rod found for an angle point in the back lot line of said Lot 8, and
9. N 31° 52' 00" E, a distance of 87.70 feet to a concrete monument found in a curve in the back lot line of said Lot 8, also being in the southerly line of that certain Heritage Square P.U.D., a subdivision of record in Book 83, Page 192B and 192C of the Plat Records of Travis County, Texas;

THENCE, with the southerly line of said Heritage Square P.U.D. and the back lot lines of Lots 8, 9, and 10, Block "A" of said Treemont, Phase "B", Section 2, the following three (3) courses and distances:

1. in an easterly direction, 57.58 feet along the arc of a curve to the left having a central angle of 02° 05' 12", a radius of 1581.03 feet, and a chord of which bears S 79° 41' 18" E, a distance of 57.58 feet to an iron rod found for a corner,
2. S 80° 51' 33" E, a distance of 19.98 feet to an iron rod found for a point of curvature, and
3. in an easterly direction, along the arc of a curve to the left having a central angle of 12° 28' 21", a radius of 1594.31 feet, and a chord of which bears S 86° 47' 20" E, a distance of 346.37 feet to an iron rod found in the west right-of-way line of Montebello Road for the most southeasterly corner of said Heritage Square P.U.D., also being the most northeasterly corner of said Lot 10, Block "A", Treemont, Phase "B", Section 2;

THENCE, continuing in an easterly direction, over and across the right-of-way of Montebello Road and with the common line between said Treemont, Phase "C" and said Treemont, Phase "B", Section 2, 86.91 feet along the arc of a curve to the left having a central angle of 03° 07' 24", a radius of 1594.31 feet, and a chord of which

Treemont, Phase "B"
Section 2
(8.04 Acres)

FN 2624 (PJC)
EII&A Job No. 1681-98

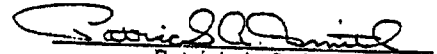
bears N 85° 24' 47" E, a distance of 86.90 feet to the POINT OF BEGINNING and containing 8.04 acres of land.

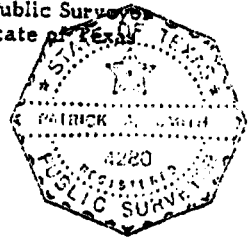
THE STATE OF TEXAS |
 |
COUNTY OF TRAVIS | KNOW ALL MEN BY THESE PRESENTS:

That I, Patrick A. Smith, a Registered Public Surveyor, 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
29th day of MAY, 1985, A.D.

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767


Patrick A. Smith
Registered Public Surveyor
No. 4280 - State of Texas

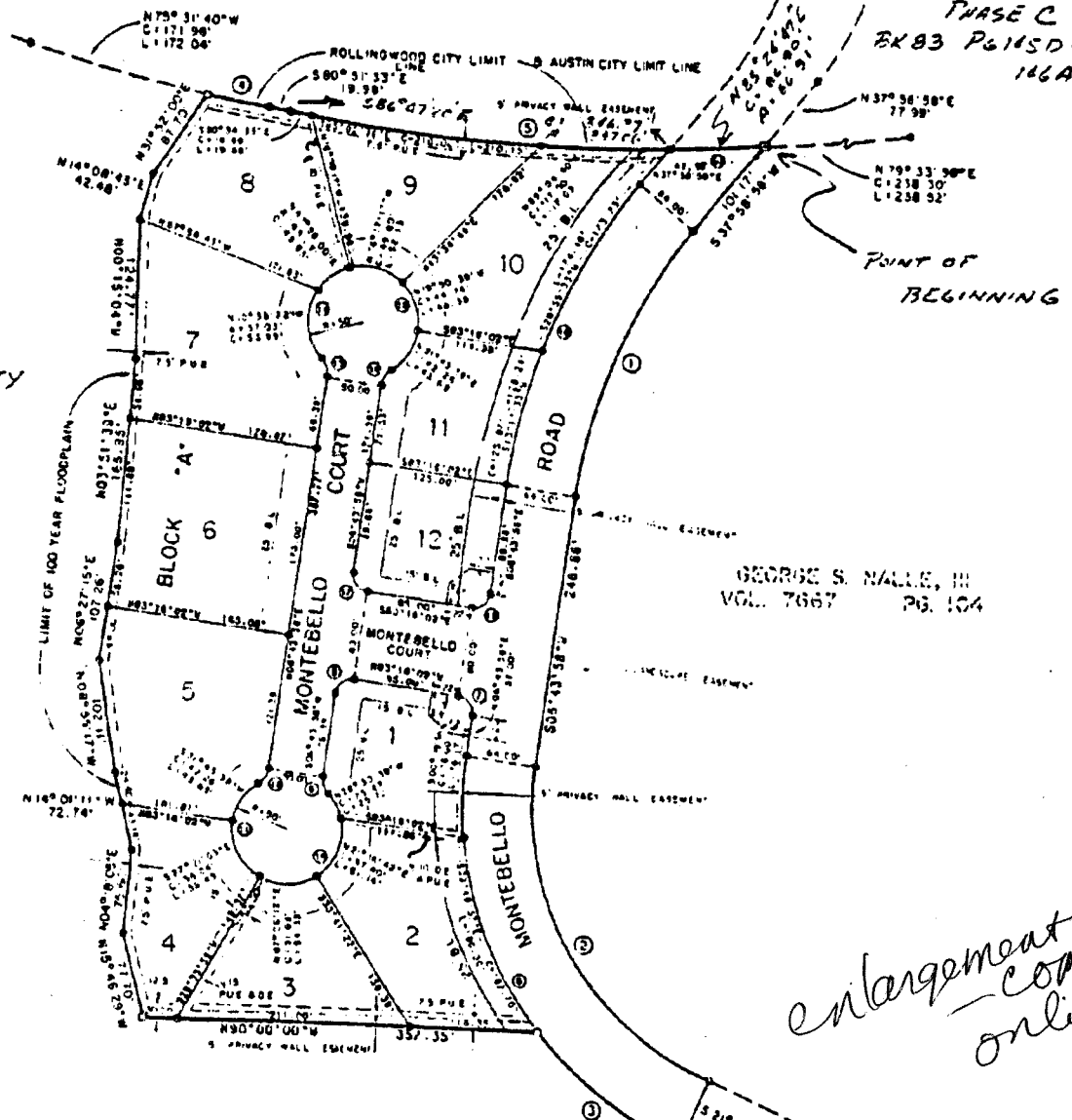


HERITAGE SQUARE P.L.D.
BK. 83 PG. 1923 & 1920

LOT 1
TRELMONT
PHASE C
BK 83 PG 115D +
116A

NO SCALE
MAY 1985
TRAVIS COUNTY
TEXAS

GEORGE S. NALLE, III
VOL. 7667 PG. 104



*enlargement
copy
only*

GEORGE S. NALLE, III
VOL. 7667 PG. 104

CIRCLED CURVE DATA

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH-BEARING
1	31°15'0"	487.32	255.79	262.51	176.29	S 22°21'28"W
2	75°0'0"	250.00	350.81	326.30	205.64	S 30°46'22"E
3	29°0'50"	332.00	168.12	166.33	85.90	N 33°45'37"W
4	2°5'12"	1581.03	37.58	37.58	28.79	S 79°41'18"E
5	15°35'45"	1594.31	43.91	432.63	218.33	S 88°21'2"E
6	75°0'0"	332.00	434.58	404.22	254.75	N 30°46'22"W
7	90°0'0"	15.00	23.56	21.21	15.00	N 31°46'24"W
8	90°0'0"	15.00	23.56	21.21	15.00	S 19°16'2"E
9	50°0'0"	30.00	17.44	16.89	9.32	S 37°38'57"W
10	181°49'58"	15.00	141.23	98.75	312.73	N 2°21'3"W
11	118°10'2"	30.00	101.12	85.79	81.49	N 18°18'2"W
12	50°0'0"	19.99	17.44	16.89	9.32	N 31°43'58"E
13	50°0'0"	19.99	17.44	16.89	9.32	N 18°18'2"W
14	117°6'45"	50.00	102.20	85.32	81.77	S 31°43'58"W
15	162°53'15"	50.00	142.15	98.09	332.32	N 15°17'21"W
16	50°0'0"	19.99	17.44	16.89	9.32	S 24°42'39"E
17	50°0'0"	19.99	17.44	16.89	9.32	S 31°43'58"W
18	90°0'0"	15.00	23.56	21.21	15.00	S 38°16'2"E
19	31°15'0"	551.32	300.70	294.59	154.19	N 51°43'58"E
20	3°7'24"	1524.31	88.91	86.90	43.47	N 85°24'47"E

SKETCH TO ACCOMPANY
FIELD NOTE # 2624

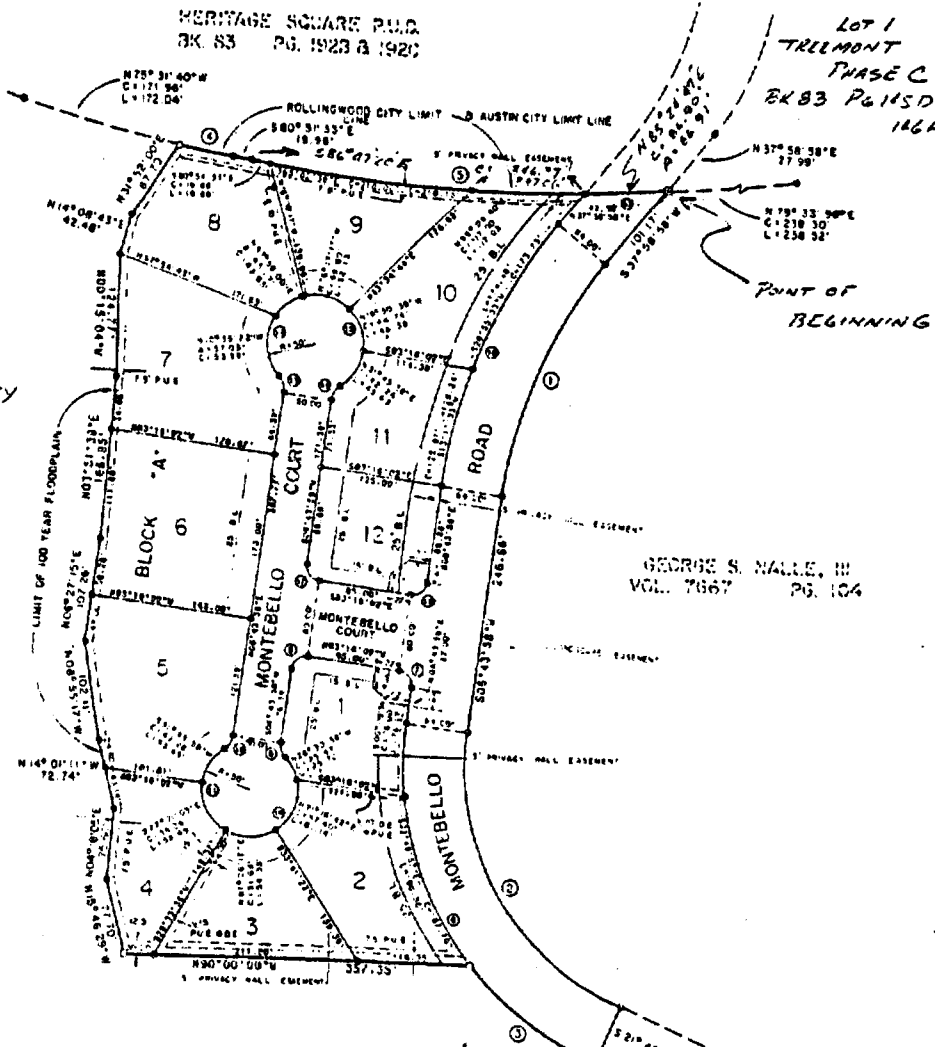
TRAVIS COUNTY
PHASE C LOT 1
BK 85 PG 39A
39B + 39C

HERITAGE SQUARE P.L.D.
BK 83 PG. 1923 & 1920

LOT 1
TREMONT
PHASE C
BK 83 PG 115D +
166A

NO SCALE
MAY 1985
TRAVIS COUNTY
TCVNS

GEORGE S. NALLE, III
VOL. 7667 PG. 104



GEORGE S. NALLE, III
VOL. 7667 PG. 104

GEORGE S. NALLE, III
VOL. 7667 PG. 104

TREMONT PHASE C-1 LOTS
BK 85 PG. 39A
7667 PG. 39B + 39C

CIRCLED CURVE DATA

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CM-BEARING
1	31° 19' 0"	497.32	295.79	262.51	126.29	S 22° 21' 29" W
2	75° 0' 0"	750.00	350.01	326.30	265.64	N 30° 46' 29" E
3	29° 0' 0"	332.00	168.12	164.33	85.90	N 53° 45' 37" E
4	2° 5' 19"	1581.03	97.99	97.98	28.79	N 88° 21' 19" E
5	15° 35' 48"	1594.31	433.97	432.83	218.33	N 3° 46' 29" E
6	75° 0' 0"	332.00	434.59	404.22	254.75	N 30° 46' 29" E
7	90° 0' 0"	15.00	23.56	21.21	15.00	N 38° 16' 29" E
8	90° 0' 0"	15.00	23.56	21.21	15.00	N 31° 43' 59" E
9	90° 0' 0"	19.99	17.44	16.89	9.52	N 18° 16' 29" E
10	181° 49' 58"	30.00	141.23	99.75	312.73	S 37° 38' 57" W
11	118° 10' 29"	60.00	103.12	82.79	83.49	N 2° 21' 29" E
12	50° 0' 0"	19.99	17.44	16.89	9.52	N 31° 43' 59" E
13	50° 0' 0"	18.99	17.44	16.89	9.52	N 18° 16' 29" E
14	117° 6' 45"	30.00	102.70	85.32	81.77	N 15° 17' 21" E
15	50° 0' 0"	30.00	142.15	98.89	332.32	S 24° 49' 39" E
16	50° 0' 0"	18.99	17.44	16.89	9.52	S 31° 43' 59" W
17	90° 0' 0"	13.00	23.36	21.21	15.00	S 38° 16' 29" E
18	90° 0' 0"	13.00	23.36	21.21	15.00	N 51° 43' 59" E
19	31° 15' 0"	331.32	306.70	296.99	154.19	N 22° 21' 29" E
20	3° 7' 24"	1564.31	88.01	86.90	43.47	N 85° 24' 47" E

SKETCH TO ACCOMPANY
FIELD NOTE # 2624

JOB NAME: TREMONT P.H.B SEC.2
CREW:
OFFICE: CHARETTE
DRAFTING: SEWARD
F.B.:
F.N.: 262409188
JOB NO.: 1661-98



ESPEY, HUSTON & ASSOCIATES, INC.
P.O. BOX 519 (512) 327-6840
AUSTIN, TEXAS 78767

Treemont Phase B, Section II, Height Restriction and Requirements, Building Set-Back Requirements, Driveway Location Requirements, Minimum House Sizes.

PLAT DESIGNATION

<u>PHASE</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>	<u>ADDED RESTRICTIONS</u>
B	II	A	1	Two story house only, minimum 3,200 square feet.
B	II	A	2	Two story house only, minimum 3,200 square feet.
B	II	A	3	Two story house only, minimum 3,200 square feet.
B	II	A	4	Two story house only, minimum 3,200 square feet.
B	II	A	5	Two story house only, minimum 3,200 square feet.
B	II	A	6	Two story house only, minimum 3,200 square feet.
B	II	A	7	Two story house only, minimum 3,200 square feet.
B	II	A	8	Two story house only, minimum 3,200 square feet.
B	II	A	9	Two story house only, minimum 3,200 square feet.
B	II	A	10	Two story house only, minimum 3,200 square feet.
B	II	A	11	Two story house only, minimum 3,200 square feet.
B	II	A	12	Two story house only, minimum 3,200 square feet.

RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT OF THIS INSTRUMENT WAS
 NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

Handwritten:
 Parcel to be
 recorded
 1/6/89
 75747

FILED

MAY 31 PM 2:50

MAY 31 1985

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



Handwritten Signature:
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

09188 0098

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

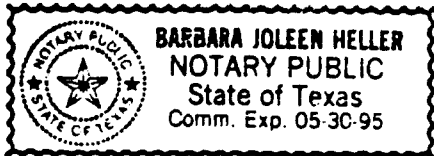
LUMBERMEN 'S INVESTMENT CORPORATION

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

THE STATE OF TEXAS §§
 §
COUNTY OF TRAVIS §

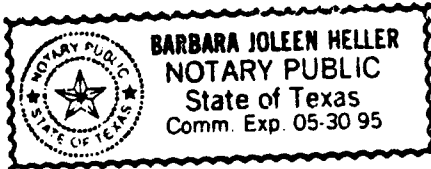
This instrument was acknowledged before me on the 4th day of October 1993 by David B. Armbrust.

Barbara Joleen Heller
Notary Public, State of Texas



THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

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



Barbara Joleen Heller
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of September 1993 by W. J. M. Skorter 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, Trecment 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: S49°58'12"W a distance of 150.00 feet to a brass disk in concrete found; and S56°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 northwest 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 574.43 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 Trecment, Phase B-1, Lot 4a, Block "K", a subdivision as recorded in Book 89, Pages 132 and 133 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 249.96 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°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°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) S51°37'06"W a distance of 226.74 feet to a brass disk in concrete found at an angle point;
- 2) S57°36'45"W a distance of 202.69 feet to a 1/2" iron rod in concrete found at an angle point;
- 3) S13°22'23"W a distance of 351.85 feet to a concrete nail in concrete found at an angle point; and
- 4) S61°00'20"W a distance of 97.89 feet to a 1/2" iron rod found at the southeast corner of Lot 49 of Beehive Woods 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 Beehive Woods Section Four, the following two (2) courses:

- 1) N01°01'35"E a distance of 266.27 feet to a 1/2" iron rod found at an angle point; and
- 2) N00°40'19"E a distance of 964.20 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, S85°38'38"E a distance of 805.91 feet to a 1/2" iron rod found at an angle point;

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

- 1) N63°06'26"E a distance of 302.60 feet to a 1/2" iron rod found at an angle point; and
- 2) N36°44'11"E a distance of 155.38 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°45'10"E a distance of 197.00 feet to a 1/2" iron rod found at an angle point; and
- 2) N47°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°13'40"E a distance of 116.36 feet to a 1/2" iron rod found at the most southwest corner of Lot 2 of said Treemont, Phase A, Section 1;

TNENCE, with the south line of said Lot 2, N85°10'37"E a distance of 187.63 feet to a 1/2" iron rod found at the southwest corner of Lot 1 of Tractment, Phase A, Section 1;

TNENCE, 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;

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

- 1) S22°25'34"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 33.83 feet, having a radius of 15.00 feet and a chord which bears S22°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;

TNENCE, 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 S16°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 168.85 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 272.74 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;

TNENCE S26°53'17"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;

TNENCE, 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 302.97 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 168.85 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 388.05 feet and a chord which bears N56°32'50"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) N67°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 602.92 feet and a chord which bears

N55°36'56"E a distance of 255.46 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

7) N42°44'32"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 23.54 feet, having a radius of 15.00 feet and a chord which bears N87°47'05"E a distance of 21.22 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 120.08 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 Capital 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 213.58 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.

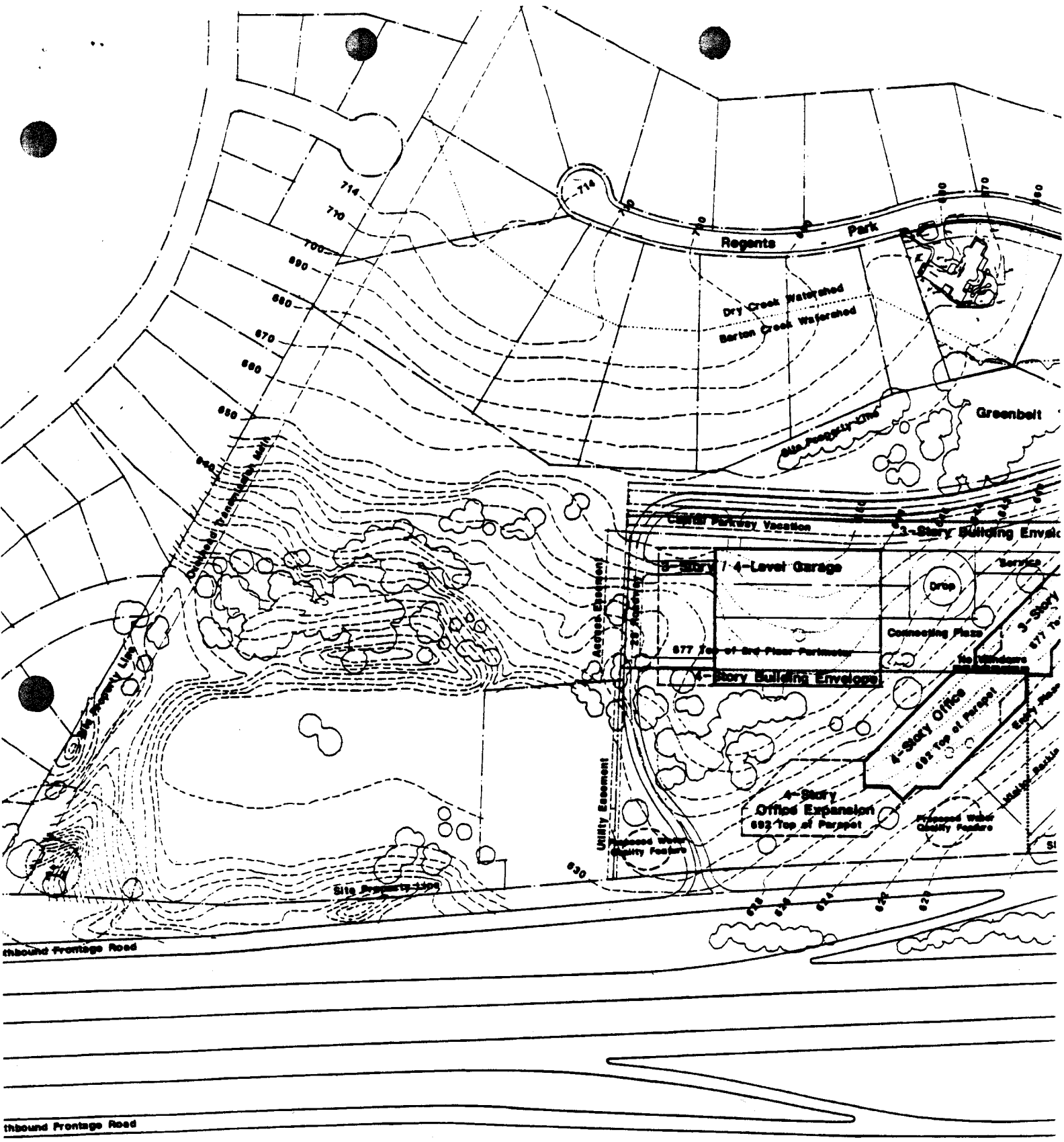
Craig C. Croger

Craig C. Croger
Registered Professional Land Surveyor



7/16/92
Date

Client: Treamont Development Ltd. Partnership
Date: July 15, 1992
MO No.: 0119-01-01
PD No.: 33, 24 & 26
Disk: AD67A.026

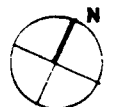




GENERAL NOTES:

- 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 thirty-five (35) feet 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 areas are approximate, and may be modified based on final design and approvals by the City of Austin.

SITE PLAN



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

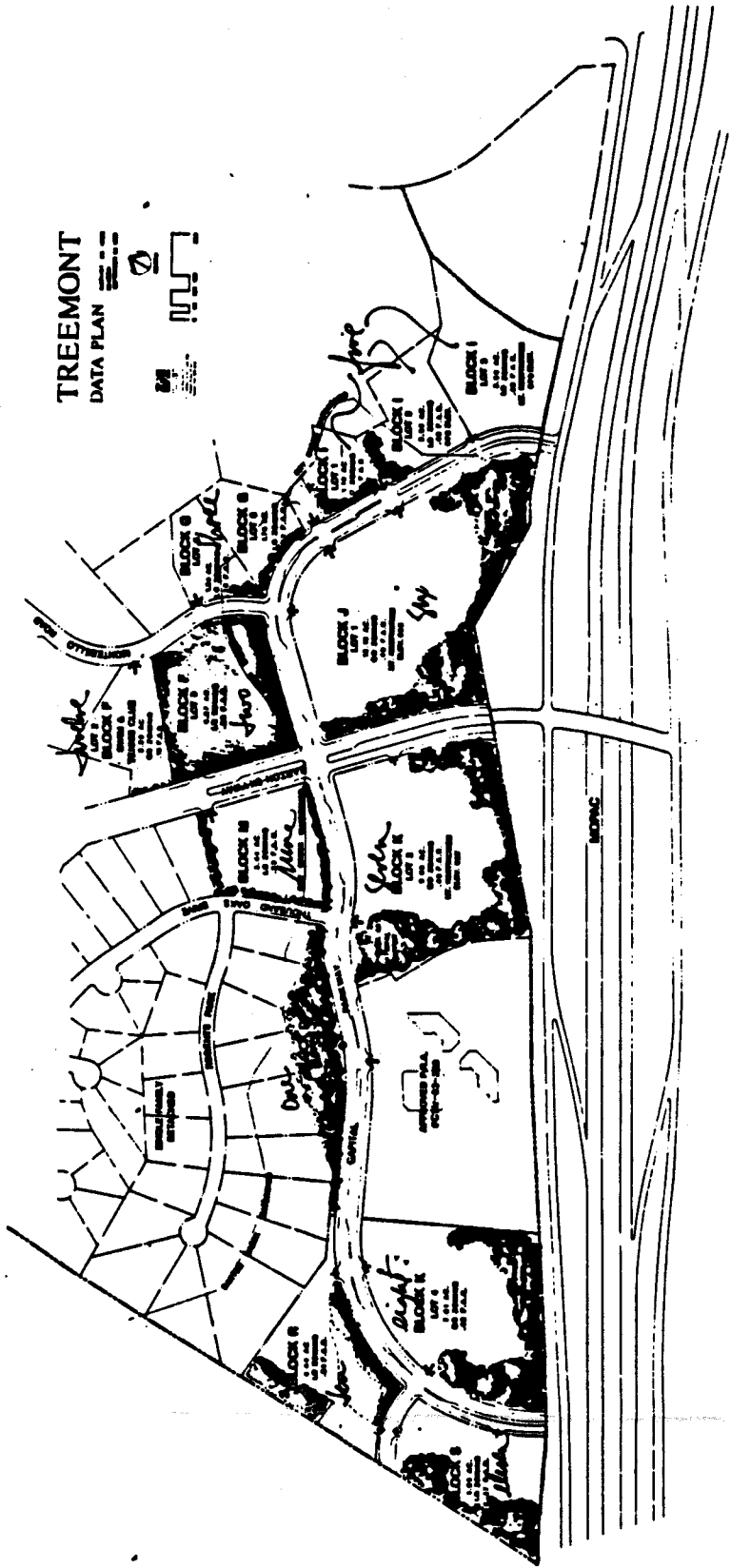
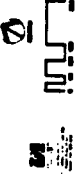
My Commission Expires:
10-4-88

Brenda Gail Waters
(Name - Typed or Printed)

4-1086.08

TREEMONT
DATA PLAN

1988



FILM CODE *(handwritten)*
00005654871 *11*

NOTICE OF WITHDRAWAL OF LAND
FROM THE PROVISIONS OF THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREEMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS

STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 24th day of May, 1984, George S. Nalle, III, ("Declarant"), filed of record the "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area Travis County, Texas," (the "Declaration") which Declaration was duly recorded in the Real Property Records of Travis County, Texas, in Volume 8612, Page 661; and

WHEREAS, the Declaration reserved the right to withdraw land from said Declaration such that the Declaration shall no longer apply to those lands withdrawn;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: Declarant, George S. Nalle, III, does hereby withdraw the following described real property from the "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area, Travis County, Texas," to-wit:

Lot 4, Amended Plat of Lots 3, 4, and 5, Block B, Treemont, Phase A, Section I, according to the Plat thereof filed of record in Volume 86, Pages 178C - 178D, in the Plat Records of Travis County, Texas,

and Declarant does publish and declare that the terms, covenants, conditions, easements, restrictions, uses, limitations, obligations and benefits set forth in said Declaration shall no longer be deemed to be a covenant running with the above described land and shall no longer be a burden or a benefit to any person acquiring or owning any interest in said Real Property, their grantees, successors, heirs, executors and administrators.

Declarant does hereby incorporate this "Notice of Withdrawal of Land from the Provisions of the Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area Travis County, Texas" to the original Declaration, as if, and with the same force and effect as having originally been attached to said Declaration, recorded in Volume 8612, Page 661.

Executed this 7th day of November, 1991.

DECLARANT:

(Signature)
George S. Nalle, III

STATE OF TEXAS X
COUNTY OF TRAVIS X

This instrument was acknowledged before me, on this, the 7th day of November, 1991, by George S. Nalle, III.



(Signature)
Notary Public, in and for the
State of Texas

RETURN TO:

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13068 1853

AUSTIN TITLE COMPANY, INC.
6805 Capital of Texas Hwy. North #360
Austin, Texas 78731

RESTRICTIVE COVENANT

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

WHEREAS, the undersigned, Treemont Development Limited Partnership and Austin Treemont, Inc., of Travis County, Texas, are all of the owners of the following property (hereinafter referred to as "the Property"), more particularly described as Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, David B. Armbrust is the owner of property within the Treemont Subdivision and has an interest in seeing how the Property is developed; and

WHEREAS, David B. Armbrust and the undersigned owners of the Property have agreed that the Property should be impressed with certain covenants and restrictions running with the land, for the benefit of David B. Armbrust, and the more appropriate development and benefit of the Property, and desire to set forth such agreement in writing;

NOW, THEREFORE, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged and confessed, the undersigned owners do hereby impress upon the Property, the following covenants, conditions and restrictions, which shall be deemed and considered to be covenants running with the land, and which shall be binding on the undersigned owners, their heirs, personal representatives, successors and assigns, as follows, to-wit:

A. No construction of any residential dwellings or commercial buildings on the property, or any part thereof, shall occur until and unless the following covenants, conditions and restrictions mentioned in 1-6 below have been met or complied with:

1. The medians along Capital Parkway Blvd. between Mopac and Barton Skyway shall be landscaped at a cost not to exceed \$25,000.00 in material and labor (exclusive of administrative costs). The landscape plan shall be submitted to and approved by the Treemont Architectural Control Committee, established by the deed restrictions recorded in Volume 8612, Page 661 of the Deed Records of Travis County, Texas, prior to construction unless their authorization shall be unreasonably withheld, in which event David B. Armbrust shall approve the plan, which approval shall not be unreasonably withheld.

2. The maintenance of landscaped areas shall be made the responsibility of and paid for by assessments levied against the multi-family and commercial property owners within the Property. The existing Treemont single family residential area shall not be responsible for such assessments.

3. Barton Skyway west of Capital Parkway shall be constructed with a reduced width and as shown on Exhibit "B", and the necessary approvals and consents obtained, prior to the construction of any residences in the single family residential portion of the Property known as Treemont Phase B. However, a "model park" limited to six lots may be constructed

prior to the construction of Barton Skyway west of Capital Parkway.

4. Thousand Oaks Drive between Regents Park and Capital Parkway shall be vacated and closed. The closing of Thousand Oaks Drive shall be concurrent with the completion and opening of Barton Skyway between Capital Parkway and Regents Park Drive and the extension of Regents Park to Barton Skyway. Stop signs shall be installed at all three corners of the Regents Park/Thousand Oaks intersection upon completion. No single family residences constructed on the Property will be occupied until (i) all proper governmental authorization is obtained, (ii) such signs are installed, and (iii) such vacation and street construction are complete.

5. Capital Parkway, south of the south right-of-way of Barton Skyway shall be vacated and closed prior to occupancy of any multi-family units constructed on the Property.

6. Barton Skyway immediately west of Mopac will not connect to Capital Parkway such that vehicular access from Mopac to Capital Parkway via Barton Skyway is prohibited.

B. Austin Treemont, Inc. and Treemont Development Ltd. Partnership agree that no multi-family units shall be occupied in Block I, J, or K of the Property, other than authorized in paragraph E below, until a stop light has been approved by all appropriate governmental authorities and installed at Montebello and Bee Caves Road. Treemont Development Ltd. Partnership agrees to post fiscal with the City of Austin for the cost of construction

of the stop light referenced herein prior to third reading of the zoning ordinance brought before the Austin City Council in conjunction with zoning case no's. C14-92-0078, C14-92-0136, and C14-92-0137.

C. No multi-family units shall be occupied in Block K of the Property, other than authorized in paragraph E below, until Barton Skyway has been constructed and a stop light has been approved by all appropriate governmental authorities and installed at Barton Skyway and the East frontage road along MoPac. Treemont Development Ltd. Partnership agrees to post fiscal with the City of Austin, in the amount of the applicants pro rata share established by the Traffic Impact Analysis ("TIA"), for the cost of construction of the stop light referenced herein prior to third reading of the zoning ordinance brought before the Austin City Council in conjunction with zoning case no's. C14-92-0078, C14-92-0136, and C14-92-0137.

D. No structure suitable for human occupancy will be placed on the vacated portion of Capital Parkway except that water quality structures shall be allowed on such vacated area. Additionally, Austin Treemont, Inc. and Treemont Development Ltd. Partnership agree that such vacated portion shall be revegetated.

E. Treemont Development Ltd. Partnership agrees to post fiscal with the City of Austin, in the amount of the applicants pro rata share established by the Traffic Impact Analysis ("TIA"), for the cost of construction of stop lights required in paragraphs B and C above prior to third reading of the zoning ordinance brought

before the Austin City Council in conjunction with zoning case no's. C14-92-0078, C14-92-0136, and C14-92-0137. In the event that the appropriate governmental authorization cannot be obtained, Austin Treemont, Inc. and Treemont Development Ltd. Partnership shall not be bound by the restrictions against occupancy contained in paragraphs B and C above.

F. Treemont Development Ltd. Partnership agrees to post fiscal with the City of Austin, in the amount established by the Traffic Impact Analysis ("TIA"), for the cost of construction of stop signs required in paragraph A(4) above prior to third reading of the zoning ordinance brought before the Austin City Council in conjunction with zoning case no's. C14-92-0078, C14-92-0136, and C14-92-0137. In the event that the appropriate governmental authorization cannot be obtained, Austin Treemont, Inc. and Treemont Development Ltd. Partnership shall not be bound by the restrictions against occupancy contained in paragraph A(4) above.

G. No construction of single family or multi-family residences shall commence on the Property until such time as the proposed roadway modifications set forth in the Barton Skyway AMARP Amendment Application have been approved by all necessary governmental entities. A copy of such AMARP Amendment Application is attached hereto as Exhibit "C".

These covenants, conditions and restrictions may be modified, amended or terminated only by the express written authorization of David B. Armbrust, or his heirs or assigns, and by the owners of fifty-one percent (51%) of the Property (such percentage to be

determined on a lot not acreage basis) at the time of such modification, amendment or termination.

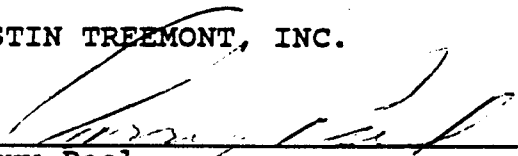
The restrictions and conditions set forth herein shall apply to the Property in addition to and be cumulative of, and not in lieu of any other restrictions filed of record which run with the land and inure to the benefit of the Property.

EXECUTED this the 1st day of April, 1993.

TREEMONT DEVELOPMENT LIMITED
PARTNERSHIP

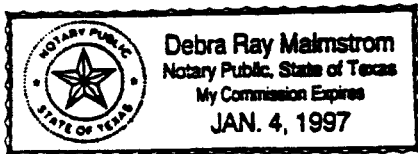
By: 
Lee R. Weber, Authorized Agent

AUSTIN TREEMONT, INC.

By: 
Larry Peel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

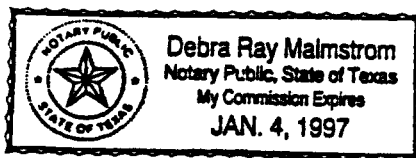
This instrument was acknowledged before me on the 7th day of April, 1993 by Lee R. Weber, Authorized Agent for Treemont Development Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.



Debra Ray Malmstrom
Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of April, 1993 by ^{LARRY PEEL, President of} Austin Treemont, Inc. of Austin Treemont, Inc., a Texas corporation, on behalf of said corporation.



Debra Ray Malmstrom
Notary Public in and for the
State of Texas

SUBORDINATION OF MORTGAGEE

The undersigned, Federal Deposit Insurance Corporation, is the owner and holder of certain indebtedness secured by liens against the Property, and as such, hereby subordinates such liens to the foregoing Restrictive Covenants, but not any amendment thereof unless consented to in writing by Federal Deposit Insurance Corporation.

Federal Deposit Insurance Corporation

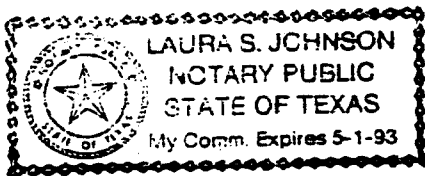
By: *Donna W. Friedel*
Name: Donna W. Friedel
Its Attorney-in-Fact

STATE OF TEXAS §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 1st day of April, 1993 by Donna W. Friedel, Attorney-in-Fact on behalf of Federal Deposit Insurance Corporation.

Laura S. Johnson
Notary Public in and for the
State of Texas
LAURA S. JOHNSON

My Commission Expires:
5-1-93



PMJ-vlr
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DOC. NO.

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FILM CODE

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RESTRICTIVE COVENANT

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THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

This Restrictive Covenant is made to be effective on the date hereinafter set forth by GEORGE S. NALLE, III, of Travis County, Texas ("Nalle"), and FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America ("FDIC").

RECITALS:

A. Nalle is the owner of that certain tract of land out of the Henry P. Hill Survey No. 21 in Travis County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof.

B. FDIC is the owner of that certain tract of land out of the Henry P. Hill Survey No. 21 in Travis County, Texas, more particularly described on Exhibit B attached hereto and made a part hereof.

C. A preliminary subdivision plan has been approved by the City of Austin for a portion of the property owned by Nalle and FDIC for a subdivision to be known as Treemont Estates Phase B (file # C8-82-44, as amended) as generally depicted on Exhibit C attached hereto and made a part hereof.

D. David Armbrust and wife, Cheryl Armbrust ("Armbrust") are the owners of Lot Three (3), of the Amended Plat of Lots 3, 4 and 5, 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.

E. Nalle and FDIC have agreed to impose certain restrictions, covenants and conditions on the hereinafter described tracts of real property for the benefit of Armbrust, and Armbrust's heirs, administrators and assigns, which restrictions, covenants and conditions shall be and do constitute covenants to run with the tract and shall be binding upon Nalle, FDIC, and their respective heirs, successors and assigns, and all subsequent owners of the hereinafter described property, 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, Nalle and FDIC do hereby declare that the hereinafter described tracts of real property shall be held, transferred, sold and conveyed subject to the following restrictions, covenants and conditions:

1. So long as the tracts identified below as described on Exhibit C may be developed under applicable watershed ordinances of the City of Austin with a "maximum impervious coverage limitation" of thirty percent (30%) or more, save and except Tract F, which would have a "maximum impervious coverage limitation" of thirty-five percent (35%), or more, the height of any new structures (as calculated in accordance with the provisions of the Austin

Land Development Code) constructed on the tracts shall be limited as follows:

Tract	Height limitation
Blk F	2 stories, but not to exceed 30 feet
Blk I, Lot 1	655 feet above mean sea level
Blk I, Lot 2	655 feet above mean sea level
Blk I, Lot 3	655 feet above mean sea level
Blk J, Lot 1	640 feet above mean sea level
Blk K, Lot 2	2 stories, but not to exceed 30 feet
Blk K, Lot 3	3 stories, but not to exceed 45 feet
Blk K, Lot 4	4 stories, but not to exceed 50 feet
Blk M	2 stories, but not to exceed 30 feet
Blk R	3 stories, but not to exceed 45 feet
Blk S	3 stories, but not to exceed 45 feet

and that the area designated as "greenbelt" on Exhibit C shall be used for no purpose other than as a greenbelt and natural open space, and there shall be no clearing or vegetation or trees on said greenbelt other than weeds and underbrush nor shall any buildings, structure or improvements be constructed on said greenbelt other than a fence along one or more of the perimeter property lines, identification or directional signage and decorative features not used for occupancy.

Notwithstanding the City standards for calculating height, all signs, flag poles, mechanical units, gables, roofs, penthouses, or decorative features shall not exceed the maximum height limitations above.

2. The foregoing restrictions, covenants and conditions shall be deemed to be covenants running with the land, are solely for the benefit of Armbrust, and Armbrust's heirs, administrators and assigns, shall be in force and effect unless terminated in accordance with the provisions of paragraph 3. If the owner of any portion of the above-described tracts, or their heirs, successors, assigns or tenants shall violate or attempt to violate any of the foregoing restrictions, covenants and conditions during the term of this Restrictive Covenant, it shall be lawful for Armbrust, Armbrust's heirs, successors and assigns 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 by injunction to restrain violation, to enforce specific performance, to recover damages, or other appropriate legal or equitable remedy.

3. This Restrictive Covenant may be modified and amended, or terminated prior to its expiration, as to all or any part of the tract covered hereby only by a written instrument executed by Armbrust, Armbrust's heirs, administrators and assigns, and the owner or owners of the tracts affected by such modification, amendment or termination at the time of such modification, amendment or termination.

4. FDIC has further executed this Restrictive Covenant as the owner and holder of certain liens against the property described on Exhibit A securing certain indebtedness owing to FDIC to consent to the foregoing restrictions, covenants and conditions, and FDIC does further subordinate any and all liens, and all renewals, extensions and modifications thereof, to the terms and provisions of this Restrictive Covenant.

EXECUTED by the parties on the date set forth below their respective signatures to be effective the date the last party so executes this Restrictive Covenant.

George S. Nalle, III
GEORGE S. NALLE, III

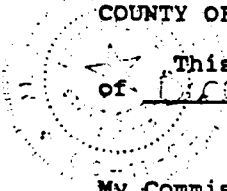
Date: 12-31-91

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Red C. Woodward
~~William M. Keenan~~, Red C. Woodward
Attorney-in-Fact

Date: 1/3/92

THE STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 31 day of December, 1991, by GEORGE S. NALLE, III.

My Commission Expires: 12/13/94

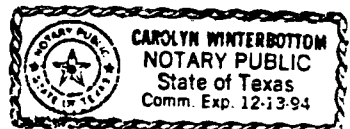
Carolyn Winterbottom
NOTARY PUBLIC, State of Texas
Print Name: Carolyn Winterbottom

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of January, 1991, by ^{Red C. Woodward} ~~WILLIAM M. KEENAN~~, Attorney-in-Fact on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized under the laws of the United States of America, on behalf of said corporation.

My Commission Expires: _____

Carolyn Winterbottom
NOTARY PUBLIC, State of Texas
Print Name: _____



AFTER RECORDING, RETURN TO:

R. Alan Haywood
Graves, Dougherty, Hearon & Moody
P.O. Box 98
Austin, Texas 78767

PARCEL 9

Block E, Lot 2 (proposed) (containing approximately 8.3 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161.

PARCEL 10

Block U and Block T (proposed) (collectively containing approximately 18.54 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161.

PARCEL 11

Block F, Lot 2 (proposed) (containing approximately 2.20 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

PARCEL 12

Phase D, Lot 2, Treemont Subdivision, according to the plat thereof recorded in Book 84, Pages 58D - 59A, Plat Records of Travis County, Texas.

PARCEL 13

7.87 acres of land, more or less, conveyed to Bee Cave Road Corridor Association, Inc., in a Correction Deed filed of record in Volume 10655, Page 56, of the Real Property Records of Travis County, Texas, to which Correction Deed reference is hereby made for all purposes.

PARCEL 14

Lot 6, Block B, Phase A, Section I, Treemont Subdivision, according to the plat thereof recorded in Book 83, Pages 134D - 135B, Plat Records of Travis County, Texas.

PARCEL 15

Lot 7, Block B, Phase A, Section I, Treemont Subdivision, according to the plat thereof recorded in Book 83, Pages 134D - 135B, Plat Records of Travis County, Texas.

PARCEL 16

Lot 8, Block B, Phase A, Section I, Treemont Subdivision, according to the plat thereof recorded in Book 83, Pages 134D - 135B, Plat Records of Travis County, Texas.

PARCEL 17

Lot 9, Block B, Phase A, Section I, Treemont Subdivision, according to the replat of Lot 9, Block B, Treemont, Phase A, Section I, recorded in Book 87, Page 104C, Plat Records of Travis County, Texas.

PARCEL 18

Block D, Lot 2 (proposed) (containing approximately 2.53 acres of land, more or less), Treemont Subdivision, according to the map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

** That unbuilt portion of Capital Parkway adjacent to Parcels 3, 4 and 5 described above is included as part of this property conveyed, and shall be included within the consolidated survey of said tracts.

EXHIBIT B

PARCEL 1

Block I, Lot 1 (proposed) (containing approximately 1.18 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

PARCEL 2

Block I, Lot 2 (proposed) (containing approximately 3.57 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

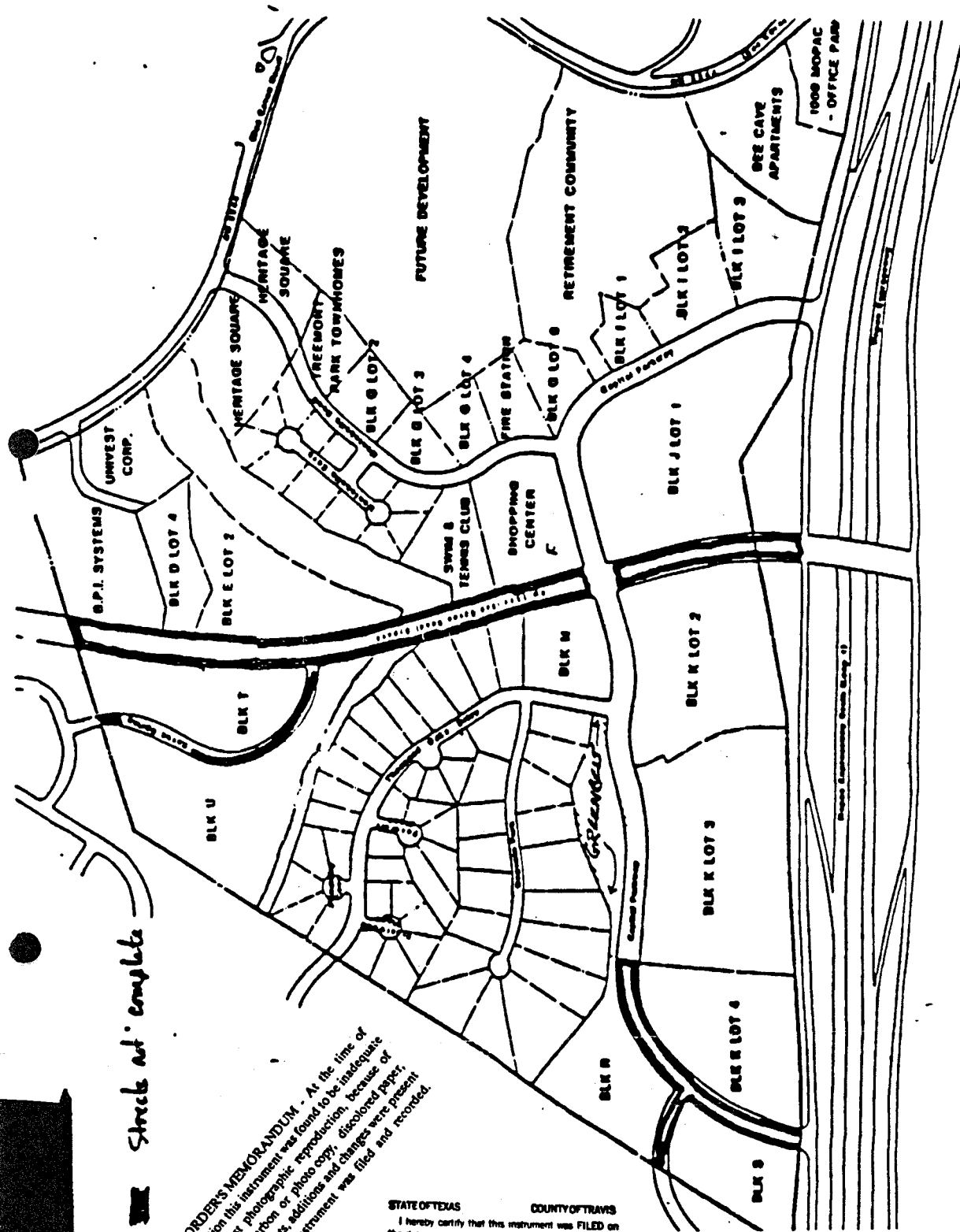
PARCEL 3

Block I, Lot 3 (proposed) (containing approximately 3.62 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

PARCEL 4

Block J, Lot 1 (proposed) (containing approximately 12.18 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

EXHIBIT C



Streets not complete

RECORDERS 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.

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 named RECORDS of Travis County, Texas, on

JAN 7 1992

FILED
 1992 JAN -7 AM 11: 07

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

11596 0077



Dana De Beauvoir
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

DANA DE BEAUVOIR
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

EXHIBIT A

PARCEL 1

Block K, Lot 2 (proposed) (containing approximately 9.68 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

PARCEL 2

Block K, Lot 3 (containing approximately 12.92 acres of land, more or less), Treemont Subdivision, according to the map or plat thereof recorded in Book 85, Pages 39A to 39C, Plat Records of Travis County, Texas.

PARCEL 3

Block K, Lot 4 (proposed) (containing approximately 7.61 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C, SAVE and EXCEPT therefrom 2.0 acres conveyed by George S. Nalle, III to Rex Repass, by Deed dated January 26, 1990, and recorded in Volume 1113, Page 607, Real Property Records of Travis County, Texas, said 2.0 acres, as described therein, being incorporated herein by reference for all purposes.**

PARCEL 4

Block S (proposed) (containing approximately 4.04 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.**

PARCEL 5

Block R (proposed) (containing approximately 4.44 acres of land more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.**

PARCEL 6

Block M (proposed) (containing approximately 3.44 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 870312-C.

PARCEL 7

Block F, Lot 3 (proposed) (containing approximately 4.87 acres of land, more or less), Treemont Subdivision, according to the preliminary map or plat on file with the City of Austin under City of Austin Zoning File No. C-14-86-161, more fully described by metes and bounds in City of Austin Zoning Ordinance No. 88-0310-E.

PARCEL 8

Phase D, Lot 4 (containing approximately 2.57 acres of land, more or less), Treemont Subdivision, City of Rollingwood, according to the map or plat thereof recorded in Book 84, Pages 58D - 59A, Plat Records of Travis County, Texas.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

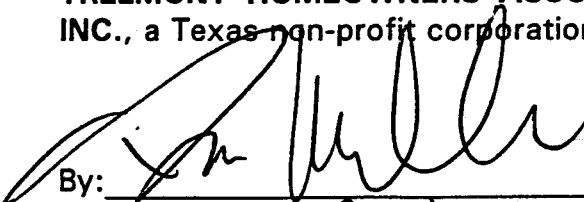
The undersigned, as President and Secretary of Treemont Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), hereby certify that the following instruments were approved by the members of the Association holding more than Ninety percent (90 %) of the number of votes entitled to be cast at a meeting called for the purpose of approving such instruments:

1. Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area," recorded in Volume 12756, Page 727, Real Property Records of Travis County, Texas (the "Supplemental Declaration"), which instruments amends that certain Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area, Travis County, Texas, dated February 22, 1984, and recorded in Volume 8612, Page 661 et seq, in the Deed Records of Travis County, Texas.
2. First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Land to Treemont Residential Area, Travis County, Texas, recorded in Volume 12764, Page 113, Real Property Records of Travis County, Texas.
3. Second Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Land to Treemont Residential Area, Travis County, Texas, recorded or to be recorded in the Real Property Records of Travis County, Texas, a true and correct copy of which is attached hereto as Exhibit "A".

Executed this the 12th day of September, 1997.

EXECUTED TO CERTIFY APPROVAL BY MORE THAN NINETY PERCENT (90 %) OF TOTAL VOTES OF OWNERS:

TREEMONT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

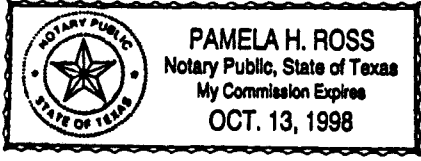
By: 
Print Name: DAN MILLER
President

v 13019 p 120

By: *Jim Reinhart*
Print Name: Jim REINHART
Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

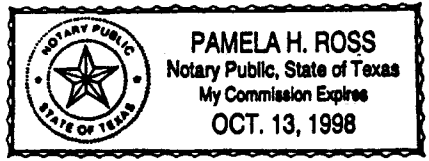
This instrument was sworn to, subscribed and acknowledged before me on the 12th day of Sept., 1998 by Dan Miller President of TREMONT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Pamela H. Ross
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was sworn to, subscribed and acknowledged before me on the 12th day of Sept., 1998, by Jim Reinhart, Secretary of TREMONT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Pamela H. Ross
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY
POST OFFICE BOX 98
AUSTIN, TX 78767

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FILM CODE
00005481833

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR,
AND NOTICE OF ADDITION OF LAND TO,
TREMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS:

WHEREAS, by instrument entitled "Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area, Travis County, Texas," recorded in Volume 12756, Page 727 et seq, in the Real Property Records of Travis County, Texas, (the "Supplemental Declaration"), certain covenants and restrictions were imposed upon certain real property covered by the Supplemental Declaration; and

WHEREAS, the legal description of the Added Tract (as defined in Paragraph 1 of the Supplemental Declaration) was incorrect as a result of scrivener's error and the Declarant, pursuant to Article IX, Section 9.02 of the "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area, Travis County, Texas," dated February 22, 1984 and recorded in Volume 8612, Page 661, et seq., in the Deed Records of Travis County, Texas, desires to correct such error through this First Amendment; and

WHEREAS, Ross M. Rathgeber and Julia J. Rathgeber ("Rathgeber") were parties to the Supplemental Declaration and by their execution thereof intended to impose the restrictions upon the real property described below as "Tract 5" (herein "Tract 5"), but Tract 5 was mistakenly omitted from the legal description of the Added Tract; and

WHEREAS, Rathgeber desires to correct such error and bring Tract 5 within the scheme of the Declaration, and accordingly executes this First Amendment to impose the covenants and restrictions of the Supplemental Declaration and the Declaration (as defined in the Supplemental Declaration);

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12764 0113

1. The first sentence of Paragraph 1 of the Supplemental Declaration is hereby amended to read in its entirety as follows:

"Addition to Property Subject to Declaration. In accordance with Article II, Section 2.02 of the Declaration, the following tracts of land hereby are added to the real property subject to the Declaration and Exhibit "A" attached thereto is hereby amended to add the following:

TRACT 1

Lot(s) 5 thru 23 and 26 thru 56, inclusive, Block A, TREEMONT PHASE B, SECTION FIVE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 94, Page(s) 4-8 of the Plat Records of Travis County, Texas;

TRACT 2

Lot(s) 1A, 2A, 3A and 4A, Block A, Plat Amendment of Lots 1 thru 4, Block A, TREEMONT PHASE B, SECTION FIVE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 95, Page 312 of the Plat Records of Travis County, Texas;

TRACT 3

Lot(s) 24A and 25A, Block A, Plat Amendment of Lots 24 and 25, Block A, TREEMONT PHASE B, SECTION FIVE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 95, Page 313 of the Plat Records of Travis County, Texas;

TRACT 4

Lot(s) 1 thru 15, inclusive, Block B, Replat of Lots 1 thru 15, Block B, TREEMONT PHASE B, SECTION FIVE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 95, Page 340 of the Plat Records of Travis County, Texas; and

TRACT 5

Lot 1, Block C, Replat of Lot 1, Block C, TREEMONT PHASE B, SECTION FIVE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 95, Page 323 of the Plat Records of Travis County, Texas (collectively, the "Added Tract")."

2. Except as expressly amended hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Supplemental Declaration shall continue in full force and effect.

Executed to be effective the 27th day of August, 1996.

DECLARANT:

CHATELAINE PARTNERS, LP, a Texas limited partnership

By: **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner

By: *Lee R. Weber*
Lee R. Weber, President

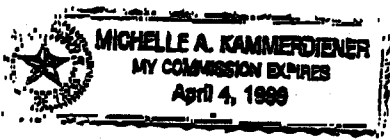
RATHGEBER:

Ross M. Rathgeber
ROSS M. RATHGEBER
Julia J. Rathgeber
JULIA J. RATHGEBER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of August, 1996, by **LEE R. WEBER**, President of **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner of **CHATELAINE PARTNERS, LP**, a Texas limited partnership, on behalf of said corporation and said limited partnership.

Michelle A. Kammerdiener
NOTARY PUBLIC, State of Texas



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12764 0115

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

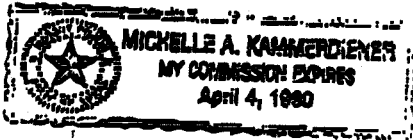
This instrument was acknowledged before me on the 27th day of August, 1996, by **ROSS M. RATHGEBER**.



MAK
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of August, 1996, by **JULIA J. RATHGEBER**.



MAK
NOTARY PUBLIC, State of Texas

FILED

96 SEP -4 PM 3:46

DANA DEBEAUVOIR
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 herein by me; and
was duly RECORDED, in the Volume and Page of the
INDEXED RECORDS of Travis County, Texas, on

Return to: Elida Dandridge
Heritage Title Company
901 MoPac Expwy, South
Plaza Two, Suite 140
Austin, Texas 78746
OF # _____



SEP 4 1996
Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 98
AUSTIN, TX 78767

RAS13046.4\1SUPPDEC.AMD. 08/27/96

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12764 0116

RECIPTS: 300049602 TRANC#: 3689 SEPT: REGULAR RECORD \$15.00
4 CHARGE: KNED FILE DATE: 9/4/96 TRAVIS DATE: 9/4/96
PAID BY: CHECK# 5389

13.00
MRE

FILM CODE
00005488564

**SECOND AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR,
AND NOTICE OF ADDITION OF LAND TO,
TREMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS:

WHEREAS, by instrument entitled "Supplemental Declaration of Covenants, Conditions and Restrictions for, and Notice of Addition of Land to, Treemont Residential Area, Travis County, Texas," recorded in Volume 12756, Page 727 et seq, in the Real Property Records of Travis County, Texas, (the "Supplemental Declaration"), certain covenants and restrictions were imposed upon certain real property covered by the Supplemental Declaration; and

WHEREAS, the Supplemental Declaration was amended by that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Land to Treemont Residential Area, Travis County, Texas, recorded in Volume 12764, Page 113, Real Property Records of Travis County, Texas (the Supplemental Declaration as amended being hereinafter called the "Supplemental Declaration"); and

WHEREAS, Declarant desires to further amend the Supplemental Declaration, and accordingly executes this Second Amendment to amend certain of the covenants and restrictions set forth in the Supplemental Declaration and the Declaration (as defined in the Supplemental Declaration);

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

1. Paragraph 7 of the Supplemental Declaration is hereby amended to read in its entirety as follows:

"As noted above, Articles III and IV of the Declaration shall not apply to the Added Tract and Article VII shall only apply as provided in Section ? above. In addition, although Section 8.06 of the Declaration applies to the Added Tract, the assessment provided for therein shall not apply to a transfer (i) of an unimproved Lot by any Owner, or (ii) of an improved Lot by an Owner who is

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12776 0498

the builder or contractor of the initially constructed Improvements upon the Lot, unless such builder or contractor occupied the initially constructed Improvements on the Lot as such person's personal residence, in which case this exception shall not apply.

2. Except as expressly amended hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Supplemental Declaration shall continue in full force and effect.

Executed to be effective the 18th day of September, 1996.

DECLARANT:

CHATELAINE PARTNERS, LP, a Texas limited partnership

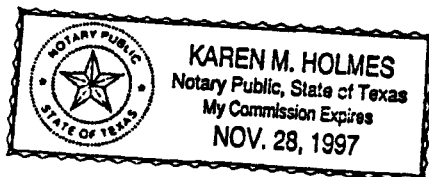
By: **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner

By: *Lee R. Weber*
Lee R. Weber, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of September, 1996, by **LEE R. WEBER**, President of **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner of **CHATELAINE PARTNERS, LP**, a Texas limited partnership, on behalf of said corporation and said limited partnership.

Karen M. Holmes
NOTARY PUBLIC, State of Texas



FILED

96 SEP 20 PM 3:43

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

SEP 20 1996



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 98
AUSTIN, TX 78767

RAS\8046.4\SUPPDEC.AM2, 09/18/96

RECEIPT#: 800051261 TRANS#: 97732 DEPT: REGULAR RECORD \$13.00
CASHIER: KIFRI FILE DATE: 9/20/96 TRANS DATE: 9/20/96
PAID BY: CHECK# 5417

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12776 0500

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR,
AND NOTICE OF ADDITION OF LAND TO,
TREMONT RESIDENTIAL AREA
TRAVIS COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS:

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area, Travis County, Texas," dated February 22, 1984, and recorded in Volume 8612, Page 661 et seq, in the Deed Records of Travis County, Texas, (as amended, modified and supplemented from time to time, the "Declaration"), George S. Nalle, III imposed certain covenants and restrictions upon the real property covered by the Declaration; and

WHEREAS, Treemont Development, L.P., a Texas limited partnership ("Treemont"), succeeded to the rights and obligations of George S. Nalle, III, as declarant under the Declaration, as evidenced by that certain instrument recorded in Volume 11744, Page 1204, Real Property Records of Travis County, Texas; and

WHEREAS, Chatelaine Partners, LP, a Texas limited partnership ("Declarant"), has succeeded to the rights and obligations of Treemont as declarant under the Declaration, as evidenced by that certain instrument of even date herewith to be recorded in the Real Property Records of Travis County, Texas; and

WHEREAS, Article II, Section 2.02 of the Declaration allows Declarant and others (with Declarant's consent) to add real property to the Property (as defined in the Declaration); and

WHEREAS, the undersigned, in their capacities as the owners of certain real property in Travis County, Texas, desire to bring such property within the scheme of the Declaration and to supplement the Declaration to add such real property and certain restrictions with respect thereto; and

WHEREAS, by its execution of this Supplemental Declaration, Declarant indicates its consent to the addition of such real property and the supplementation of the Declaration as follows:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

1. Addition to Property Subject to Declaration. In accordance with Article II, Section 2.02 of the Declaration, the following tract of land hereby is added to the real property subject to the Declaration and Exhibit "A" attached thereto is hereby amended:

All of TREEMONT, PHASE B, SECTION 5, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 4-8, Plat Records of Travis County, Texas (the "Added Tract").

Upon the recording of this Supplemental Declaration, the Declaration (as supplemented by this Supplemental Declaration), and the covenants, conditions, restrictions and obligations set forth therein, shall apply to the Added Tract, except as otherwise expressly provided in this Supplemental Declaration, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the Added Tract as with respect to the lands originally covered by the Declaration, except as otherwise expressly provided in this Supplemental Declaration.

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

2.1 "Architectural Committee" shall mean, until residential structures located on at least sixty (60) of the Lots in the Added Tract have had certificates of occupancy issued by the City of Austin, the committee created pursuant to this Supplemental Declaration to review and approve Plans and Specifications for the construction of Improvements upon the Added Tract and having the authority and responsibility delegated thereto by this Supplemental Declaration; thereafter, such term shall have the meaning specified in the Declaration.

2.2 "Common Area" shall mean the following portions of the Added Tract which have been designated by Declarant as a common area for the primary benefit, common use and/or enjoyment of Owners and occupants of dwellings located upon the Added Tract: (a) the land as described on Exhibit "A" attached hereto and incorporated herein by reference, and (b) those other areas of land shown or identified as "Landscape Easement" or "Greenbelt" on the recorded plat of the Added Tract. The Common Area, or any portion thereof, may be owned and held by Declarant or may be conveyed by Declarant to the Treemont Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") or any entity or governmental authority. Access to and use of all portions of the Common Area other than the Amenity Center, including without limitation, landscape easements, Greenbelt, water quality

easements and detention pond facilities now or hereafter designated as Common Area, shall be restricted and limited to Declarant, the Association, the City of Austin, and their respective officers, agents, employees and independent contractors in connection with maintenance, repair and/or inspection of such Common Area and improvements located thereon, including without limitation, any entryway monumentation and landscaping, detention pond facilities and water quality easement improvements. In the event that the Common Area or any portion thereof is conveyed to the Association, the same will be considered to be Association Property. All Common Areas will be operated and maintained at the expense of the Declarant until conveyed to the Association, at which time the Common Areas will be operated and maintained at the expense of the Association.

2.3 "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners, including without limitation, any area of land shown or identified as "Amenity Area" on the recorded plat of the Added Tract. The Amenity Area may include recreational facilities such as a swimming pool, tennis courts, clubhouse and other similar types of facilities. Declarant shall have the option of (i) dedicating all or any portion of the Amenity Area to the appropriate governmental authority, (ii) retaining title to all or any portion of said Amenity Area and leasing the same to the Association at a rate sufficient to amortize the cost and financing of the Improvements thereto, or (iii) conveying title to all or any portion of said Amenity Area to the Association. The Owners shall have the right to access and use the Amenity Area subject to the rights of the Association to suspend such rights for nonpayment of Assessments.

2.4 "Lot in the Added Tract" shall mean any parcel or parcels of land within the Added Tract shown as a subdivided lot on a recorded plat of the Added Tract or any portion thereof, together with all Improvements located thereon.

2.5 "Major Developer" shall mean any person or persons, corporation, partnership, limited liability company or other legal entity, recognized under Texas law, designated as such by Declarant in an instrument recorded in the Real Property Records of Travis County, Texas.

2.6 "Notice and Hearing" shall mean ten (10) days' written notice and a hearing by the Board at which the person to whom notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

2.7 "Subdivision" shall mean all or any portion of the Added Tract which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas.

2.8 "Treemont Restrictions" shall mean this Supplemental Declaration, the Declaration, together with any and all other Supplemental Declarations, as they may be amended from time to time, together with the Articles, Bylaws and any rules of the Association from time to time in effect.

All other words and phrases used in this Supplemental Declaration shall have the meanings specified in the Declaration.

3. General Restrictions Against Added Tract. The Added Tract shall not be subject to Articles III, IV or VII of the Declaration, but rather, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following general limitations and restrictions:

3.1 Development Density. The density in the single-family residential portion of the Added Tract shall be limited to 1.7 units per acre and shall be used for construction of single-family residential units (45 lots for 27.19 acres).

3.2 Antennas. No exterior antenna, satellite dish or other device for the transmission or reception of television signals, radio signals, telecommunication signals or any other form of electromagnetic radiation, including without limitation, radio, television or microwave signals which are intended for cable television, network television reception, cellular telephones or other entertainment or business purposes, shall be erected or maintained without the prior written approval of the Architectural Committee, except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative.

3.3 Insurance Rates. Nothing shall be done or kept on the Added Tract which would substantially and materially increase the rate of insurance on any Lot in the Added Tract, any Improvements constructed upon any Lot in the Added Tract or the Association Property without the prior written approval of the Board, nor shall anything be done or kept on the Added Tract which would result in the cancellation of insurance on any Lot in the Added Tract, any Improvements constructed upon any Lot in the Added Tract or any part of the Association Property or which would be in violation of any law. For purposes of this section, the construction, maintenance and use of a swimming pool upon any Lot which complies with the provisions of Section 4.9 hereof and is ancillary to and connected with the construction and use of a single-family dwelling upon any such Lot in the Added Tract is deemed to be an acceptable and permitted use under the terms of this Section 3.3.

3.4 Subdividing and Resubdividing. No Lot in the Added Tract shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by any Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant or a Major Developer is the Owner thereof, Declarant or the Major Developer, with the consent of Declarant, may further divide and subdivide any Lot in the Added Tract and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee. Each Owner of a Lot in the Added Tract, subject to the provisions of this Supplemental Declaration, by acceptance of a deed to said Lot in the Added Tract, whether it is expressly stated in said deed or not, hereby irrevocably grants to Declarant all consent and authority required by law to vacate the subdivision plat of which the Lot in the Added Tract is included, or a portion thereof, and resubdivide the vacated portion, and each Owner does hereby and irrevocably appoint Declarant as his attorney-in-fact for the purpose of executing such instrument or instruments as may be required to accomplish such vacating and resubdividing; provided, however, that:

3.4.1 The location, Lot lines and size of any Lot in the Added Tract not owned by Declarant shall not be changed or altered by any such resubdivision without the prior written consent of the Owner of any such Lot in the Added Tract.

3.4.2 Any such vacating and resubdividing shall require the consent of all requisite governmental agencies; and

Nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot in the Added Tract, including Improvements thereon, to more than one person, to be held by them as tenants-in-common or joint tenants or for the grant of any mortgage.

3.5 Signs. No sign of any kind, except "For Sale" or Lot number designation signs, shall be displayed to the public view on any Lot in the Added Tract or any Common Area without the prior written approval of the Architectural Committee, except for signs, billboards or other advertising devices which are part of Declarant's overall marketing plan for the Added Tract. "For Sale" and Lot number designation signs shall be limited to one of each type of such signs per Lot and shall be limited in size to six (6) square feet per sign. Also, permanent entrance signs for the Subdivision shall be permitted to be erected at any entryway for the Subdivision designated in the recorded plat of the Subdivision as a "Landscape Easement," with such signs to be designed, located and erected by Declarant, in Declarant's sole judgment. The Architectural Committee shall also have the right to approve additional signs of any type advertising a portion of the Added Tract for sale or lease.

3.6 Rubbish and Debris. No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris by the Architectural Committee) shall be placed or permitted to accumulate upon the Added Tract, and no odors shall be permitted to arise therefrom so as to render any such Added Tract or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Added Tract or to its occupants. The Architectural Committee shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Added Tract unsanitary, unsightly, offensive or detrimental to any other portion of the Added Tract or to its occupants, and the decision of the Architectural Committee shall be final and binding on all parties. Refuse, garbage and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view. In the event that the Owner or permitted occupants of any Lot in the Added Tract shall fail to keep, or cause to be kept, such Lot or any Improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Association may, but shall not be obligated to, enter upon such Lot and remove or correct the same at the expense of the Owner of such Lot and such entry shall not be deemed to be a trespass.

3.7 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 portion of the Added Tract without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Added Tract so as to be offensive or detrimental to any other portion of the Added Tract or to its occupants.

3.8 Construction of Improvements. No Improvements shall hereafter be constructed upon any portion of the Added Tract without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Committee. The positioning of all Improvements upon Lots within the Added Tract is also hereby expressly made subject to Architectural Committee review and approval. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot in the Added Tract. The Architectural Committee may consider the effect the Improvement will have on the Subdivision as a whole, it being expressly understood that neither Declarant, the Board or the Architectural Committee, nor the members thereof, shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Added Tract or the creating thereby of an obstruction to the view from an Owner's Lot or Lots.

3.9 Repair of Buildings. All Improvements constructed upon any of the Added Tract shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition shall be final.

3.10 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, shall be performed only with the prior written approval of the Architectural Committee.

3.11 Roofing Materials. All composition roofs shall be constructed of composition shingles with a minimum of a thirty (30) year guarantee. The use of wooden roof shingles is specifically prohibited; provided, however, the Architectural Committee shall have authority to approve the use of hand cut medium weight cedar shakes, if treated to retard fire, and in the sole opinion of the Architectural Committee the use of cedar shakes is necessary to preserve the architectural integrity of the structure. Exposed metal roof decks which reflect light in a glaring manner, such as galvanized steel sheets, are specifically prohibited. The determination as to whether any metal roof deck reflects light in an unacceptable manner shall be made by the Architectural Committee, and the decision of the Architectural Committee shall be final and binding on all parties.

3.12 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Added Tract unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. Notwithstanding any provision herein to the contrary, Declarant is hereby exempt from compliance with this Section 3.12.

3.13 Drainage. There shall be no interference with the established drainage patterns over any of the Added Tract, except by Declarant, unless adequate provision is made for proper drainage and written approval by the Architectural Committee is obtained prior to any construction work or other activity which may cause such interference with established drainage patterns.

3.14 Hazardous Activities. No activities shall be conducted on the Added Tract and no Improvements shall be constructed on the Added Tract which are or might be unsafe or hazardous to any person or Added Tract. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Added Tract, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in the Common Areas designed for such use by Declarant or by the Association.

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

3.16 Mining and Drilling. No portion of the Added Tract 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; provided, however, that Declarant shall have the right to pool the mineral rights associated with the Added Tract in order to facilitate production of oil, gas or other minerals through wells or other devices not located upon the surface of the Added Tract.

3.17 Animals. No animals, including pigs, potbelly pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for on any portion of the Added Tract. No household pets shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Added Tract other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Added Tract, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within closed areas which are clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with provisions hereof, and shall be screened so as not to be visible from any other portion of the Added Tract. Notwithstanding any contrary provision contained in this paragraph, the Architectural Committee shall have the right, but shall not be

obligated in any way or manner, to enforce the provisions of this paragraph against any Owner unless the Architectural Committee in its discretion elects to do so.

3.18 Unsightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any portion of the Added Tract so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment 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 or pickup truck (other than minor emergency repairs), except in enclosed garages or other structures. Each single-family residential structure constructed upon a Lot in the Added Tract shall have garage space sufficient to house all vehicles to be kept on such Lot, unless the Architectural Committee otherwise consents in writing. Owner shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Added Tract for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Added Tract. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from all other portions of the Added Tract. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Added Tract except within enclosed structures or appropriately screened from view. Liquid propane, gas, oil and other exterior tanks shall be kept within enclosed structures or permanently screened from view. Unless otherwise approved in writing by the Architectural Committee, all garages shall be side-entry garages so that the front of the garage shall not be visible from the street on which the front of the residential structure faces. In granting variances from the foregoing side-entry garage requirement, the Architectural Committee shall consider such factors as topography of the Lot, the size and location of trees, set-back requirements and the size and configuration of the Lot. No garage doors shall contain any windows. Each Lot in the Added Tract shall be landscaped to provide visibility screening of garages from views from the street to the extent reasonably practicable. All garage doors shall be equipped with automatic door openers and shall be kept in the closed position when the garage is not being used for ingress and egress by the Owner or occupant of the Lot.

3.19 Mobile Homes, Travel Trailers and Recreation Vehicles. No mobile homes shall be parked or placed on any portion of the Added Tract at any time, and no travel trailers or recreational vehicles shall be parked on or near any

portion of the Added Tract so as to be visible from adjoining property or from public or private thoroughfares for more than forty-eight (48) hours.

3.20 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Added Tract without the prior written consent of the Architectural Committee. Chain link fences and any fence within any street yard, except as noted below, are specifically prohibited ("street yard" being the yard abutting a street which lies between the street and the face of the house, as described in the Landscape Ordinance for the City of Austin). Notwithstanding anything to the contrary contained in the preceding sentence, any Lot in the Added Tract shall be entitled to construct fences within the street yard of the applicable Lot with the prior written consent of the Architectural Committee in order to effectively screen automobile headlights and other illumination from being directed or reflected into any dwelling erected upon any such Lot, so long as the actual location of any such fence is not prohibited by applicable City of Austin regulations and ordinances. All corner Lots must be fenced with the prior written consent of the Architectural Committee, prior to occupancy of a dwelling located on any such corner Lot. Fences shall generally be built of masonry or wrought iron, or a combination of masonry and wrought iron, and shall be designed to be compatible with the residence and other nearby structures. The Architectural Committee may, in its sole discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Added Tract. Fence maintenance shall be the responsibility of the Owner of the applicable Lot and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Supplemental Declaration to maintain a fence in such a manner as to allow (a) any portion of the fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, or (b) missing, loose or damaged rails in the fence.

3.21 Mail Boxes. No mail box shall be erected on a Lot in the Added Tract without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, specify the location and size of any proposed mail box, specify the materials of which any proposed mail box stand or post may be constructed, or require that any proposed mail box be screened by vegetation or otherwise screened from view from other portions of the Added Tract. Without limiting the foregoing, mail box stands or posts constructed on an individual Lot in the Added Tract shall generally be compatible with the home in design and materials, shall have the home's street number on it and shall be illuminated by gas or electric light. Notwithstanding any provision to the contrary in this Section 3.21, if the United States Postal Service requires the Lots to be serviced by use of centralized or "community"

type mailboxes to be erected and maintained at one or more central locations upon the Added Tract, no other mailboxes shall be allowed on any Lot in the Added Tract, other than the requisite centralized or "community" mailboxes.

3.22 Masonry Construction. Without the prior written consent of the Architectural Committee, no structure may be constructed of more than ten percent (10%) exterior wood, with the remaining portion being of masonry construction. Brick, natural stone and stucco shall be considered to be masonry for purposes of this Section 3.22. The eaves and setbacks shall not be considered in computing the amount of exterior wood used. The decision of the Architectural Committee as to the percentage of exterior wood used, or shown on a construction plan, shall be final and binding on all parties.

3.23 Protection of Trees. It shall be the responsibility of the Owner and/or the builder of the Improvements on any Lot in the Added Tract to take all reasonable measures to locate the Improvements and conduct the construction of the Improvements and landscaping of the Lot in such a way as to minimize damage to existing trees (other than cedar and brush). No trees of any size or character, other than cedar, shall be cut or removed from any Lot in the Added Tract except to provide room for construction of Improvements or to remove dead or diseased trees. Notwithstanding anything to the contrary contained herein, all clearing of brush, construction of Improvements, placing of any concrete, asphalt or other impervious cover and all other construction activities on any Lot in the Added Tract shall be conducted so as to fully comply at all times with any and all ordinances and regulations of the City of Austin with respect to the protection of trees and other vegetation during construction. Approval of the Architectural Committee shall be required to remove any oak tree with a circumference of twenty-eight inches (28") or greater as measured one foot (1') above the ground. Any impervious cover material (excluding foundations and streets) located within the drip line of any oak tree with a circumference of twenty-eight inches (28") or greater as measured one foot (1') above the ground must provide to the extent practicable for drainage outlets to allow sufficient water to reach the roots of oak trees lying below such impervious cover.

3.24 Sidewalks. If sidewalks are required on any Lot or Lots located within the Added Tract pursuant to any plat restriction or note contained in any recorded plat of the Subdivision or any other requirement of the City of Austin, the Owner of each Lot in the Added Tract upon which a sidewalk is required shall construct or cause to be constructed the requisite sidewalk upon the applicable Lot or in the public street right-of-way adjacent to such Lot in accordance with specifications required by the City of Austin or the Architectural Committee. Such sidewalk shall be built in conjunction with and at the time of construction of the principal dwelling structure on such Lot, and

any such sidewalk must be completed for each Lot upon which a sidewalk is required prior to the completion of the principal dwelling structure on such Lot. No such structure shall be occupied unless and until any required sidewalk has been completed. The Owners of corner Lots in the Added Tract shall install sidewalks parallel to the front Lot line and the side street Lot line, if required by plat note or the City of Austin. Public utility easements provided along front and side Lot lines may be used for construction of the requisite sidewalks, provided that the resulting proposed layout receives the prior approval of (i) the Architectural Committee and (ii) any utility companies furnishing utility services through the easement. Each Owner shall be responsible for the maintenance and repair of the sidewalk located upon or adjacent to its Lot after completion of construction.

3.25 Construction in Place. All dwellings constructed on the Added Tract shall be built in place on the applicable Lot and the use of prefabricated materials shall only be allowed with the prior written approval of the Architectural Committee.

3.26 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, mowed and free of trash and other unsightly material.

3.27 Unfinished Structures. No structure on which construction has commenced shall remain unfinished for more than one (1) year after the same has been commenced.

3.28 New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot in the Added Tract, unless approved by the Architectural Committee.

3.29 No Warranty of Enforceability. While the undersigned have no reason to believe that any of the restrictive covenants or other terms and provisions contained in the Declaration or in this Supplemental Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in the Added Tract 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 the undersigned harmless therefrom.

3.30 Compliance with and Violation of Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Treemont Restrictions, as the same may be amended from time to time. Failure to comply with any of the Treemont Restrictions shall give rise to the following rights and remedies:

3.30.1 A violation by an Owner, his or her family, guests, lessees or licensees, of the Treemont Restrictions shall authorize the Board to avail itself of any one or more of the following remedies:

3.30.1.1 The imposition of a "special charge" not to exceed One Hundred Dollars (\$100.00) per violation, to the extent permitted by applicable law;

3.30.1.2 The suspension of such Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation;

3.30.1.3 The rights to enter the Added Tract and Improvements, after forty-eight (48) hours notice of the violation, and cure or abate such violation and to charge the expenses thereof, if any, to such Owner; or

3.30.1.4 The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to, attorney's fees and court costs.

Before the Board may invoke the remedy provided in Paragraphs 3.30.1.1 or 3.30.1.2 above, it shall afford Owner a Notice and Hearing. Each day a violation continues shall be deemed a separate violation.

4. Use Restrictions Against the Added Tract. In addition to the general restrictions set forth above, the Added Tract shall also be subject to the following use limitations and restrictions which are designed to protect the residential character of the Added Tract:

4.1 General. The Added Tract shall be improved and used solely for single family residential use, for Common Area, including without limitation, the Amenity Area, and for other permitted uses. The Amenity Area may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants for portions of the Added Tract; provided, however, that, as to any specific areas,

Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Improvements and Use. Except for Lots in the Added Tracts to be utilized for water detention facilities, conservation easements and the Amenity Area, all other Lots in the Added Tract shall only be improved and used solely for single-family residences, with all Improvements on said Lots being within the height limitations and building set-back lines established by this Supplemental Declaration or the height limitation and building set-back lines established on the subdivision plat of such Lot, whichever is more restrictive. Outbuildings and storage sheds shall be permitted subject to the prior written approval of the Architectural Committee. All single-family residences shall be two thousand five hundred (2,500) square feet or larger, exclusive of eaves, steps, open porches, patios, atriiums, garages and outbuildings.

4.3 Building Height. No Improvement greater than thirty-six feet (36') in height may be constructed on the Added Tract or any Lot in the Added Tract without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the highest point of the foundation to the highest point of the ridge line of the roof of the proposed Improvement. Notwithstanding any provision herein to the contrary, Declarant may, but shall not be obligated to, establish separate and more restrictive height restrictions and requirements applicable to one or more Lots within the Added Tract to preserve and maintain overall aesthetic appearances of the Subdivision and Improvements therein, and such height restrictions and requirements shall control over the height restrictions set forth in the body of this Supplemental Declaration, provided the height restrictions to such Lot or Lots is filed of record prior to or as part of the conveyance of the Lot or Lots by Declarant.

4.4 Rentals. Nothing in this Supplemental Declaration shall prevent the rental of an entire Lot and the Improvements thereon by the Owner thereof for residential purposes, on either a short or long-term basis.

4.5 Set-Back Requirements. Each Lot in the Added Tract shall have an aggregate of at least fifteen feet (15') average distance between the sides of the building and the side lot lines. As used in the previous sentence, the term "average distance" shall mean the distance determined by adding the two (2) distances from the side lot line as measured at the front of the building and the rear of the building and dividing such sum by two (2). The Architectural Committee may waive this minimum set-back requirement by prior written approval. If the Architectural Committee approves a lesser set-back, it shall be determined by decreasing the distance by six inches (6") for each one foot (1') below seventy-five feet (75') of width for such Lot, but in no event shall the

distance between the side of the building at any point and the side lot line be less than five feet (5'). Fireplace footings extending up to a maximum of two feet (2') into the side yard shall be excluded from these requirements. No building shall be located nearer than ten feet (10') from any rear Lot line, unless the recorded plat of the Subdivision imposes a more restrictive setback requirement, in which case, the more restrictive requirement will apply. No building shall be located on any Lot in the Added Tract nearer than fifteen feet (15') to any side or rear of Lot line adjacent to a street. For purposes of these covenants, eaves, steps, bay windows, fireplace chimneys, atrium windows, cantilevers and open porches shall not be considered as part of the building; provided, however, that this sentence shall not be construed to allow any such structure to encroach upon another Lot in the Added Tract. Notwithstanding any provisions herein to the contrary, Declarant may, subsequent to the recording of this Supplemental Declaration, establish separate set-back requirements in accordance with Section 4.6 below.

4.6 Improvement Location: Minimum Yards. Notwithstanding the general setback requirements set forth herein as to location of Improvements upon any Lot in the Added Tract, it is the intention of Declarant to establish the importance of locating such Improvements in order to preserve existing natural trees, vegetation and topography to the greatest extent possible and practicable. The Architectural Committee shall be specifically empowered to require or grant variances with respect to such setback requirements in accordance with the review procedure set forth herein, so long as the resulting location of the Improvements will not encroach upon any other Lot in the Added Tract, utility easement or public right-of-way or result in any building being located closer than ten feet (10') from the primary dwelling structure located upon another Lot in the Added Tract. In connection therewith, minimum yard and set-back requirements may be set by the Architectural Committee or Declarant in excess of those set forth above or those shown on any plat of the Subdivision or contained in the City of Austin ordinances through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement, to preserve views from other Lots and to benefit the overall appearance of the Subdivision.

4.7 Yards and Sprinkler Systems. All yards, including trees and plantings of all types, shall be well maintained and kept neat, trim and free of debris at all times. Lawns shall be kept mowed and edged at all times. The front yard of any residence shall consist of that area between the street or streets adjacent to the Lot, the Lot lines on each side of the Lot, and the front building line or lines of the residence extended to the Lot lines on each side of the Lot. The front yard of each residence shall contain an underground sprinkler system of a design adequate to water the entire front yard. The decision of the Architectural Committee as to the location and size of the front

yard shall be final and binding on all parties. Upon completion of construction of the Improvement on a Lot in the Added Tract, the entire front yard shall be sodded or planted with grass or other ground cover acceptable to the Architectural Committee.

4.8 Driveways. All driveways must be at least fifteen feet (15') wide and constructed of concrete or pavers or other materials approved in writing by the Architectural Committee.

4.9 Swimming Pools. Moveable above-ground swimming pools are strictly prohibited. All swimming pools must be in a fenced enclosure surrounding the swimming pool or access to that portion of the Lot in the Added Tract upon which the swimming pool is located must be restricted with lockable access by fencing no less than six feet (6') high. Such fence is to be approved by the Architectural Committee in accordance with Section 3.20 above.

4.10 Amenity Areas. The Amenity Area shall not be improved, used or occupied, except in such manner as shall have been approved by Declarant in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement(s) to be constructed thereon. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to the Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, on such terms and conditions as Declarant may determine, in its sole discretion.

4.11 Security Systems; Smoke Detectors. Portions of the Property may be developed as restricted, or limited access areas. All homes in restricted or limited access areas shall include, in their construction, all conduits, wires, terminals and whatever other materials are required to operate the restricted or limited access security system. All costs for said materials and their installation shall be paid by the individual homeowner. All homes, regardless of their location, shall be equipped with smoke detectors which shall be maintained in good working condition at all times.

5. Establishment of Architectural Committee. Until residential structures located on at least sixty (60) of the Lots in the Added Tract have had certificates of occupancy issued by the City of Austin, the following provisions shall apply to the Added Tract. Thereafter, Article VII of the Declaration shall apply to the Added Tract and the following provisions shall be void and of no further force and effect:

5.1 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional non-voting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. The Voting Members of the Architectural Committee shall be a person selected by Declarant, a person selected by the Board and a person selected by both the Board and Declarant. The initial Voting Members shall be (i) Lee R. Weber (selected by Declarant), (ii) a member selected by the Board and (iii) a member selected by the Board and Declarant. The Voting Member selected by both the Board and Declarant shall not vote unless the other two Voting Members are unable to agree, in which case the vote cast by the Voting Member selected by both the Board and Declarant shall control.

5.2 Action by Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

5.3 Advisory Members. The Voting Members may from time to time designate Advisory Members.

5.4 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed and his or her successor has been appointed, as provided herein.

5.5 Declarant's Rights of Appointment. Declarant shall have the right to appoint and remove members of the Architectural Committee at any time prior to the delegation of such power to Owner(s), if ever, pursuant to Section 5.14 hereof.

5.6 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Supplemental Declaration, as it may deem necessary or proper for the performance of its duties.

5.7 Review of Proposed Construction. Whenever in this Supplemental Declaration or in any other Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts and information which, in its sole discretion, it considers as relevant. Except as otherwise specifically provided herein, prior to commencement of any construction of any Improvement on the Added Tract or any portion thereof, the final Plans and Specifications thereof shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and

Specifications submitted for its approval pursuant to this Supplemental Declaration and perform such other duties assigned to it by this Supplemental Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress, to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith and is not unreasonable. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

5.8 Meetings of the Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Voting Members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

5.9 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.10 Non-liability of Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Supplemental Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee nor the

members thereof shall be liable to any Owner due to the construction of any improvements within the Added Tract for any reason.

5.11 Variances. The Architectural Committee may grant variances from compliance with any of the provisions of this Supplemental Declaration or any other Supplemental Declaration, including, but not limited to, restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials or land use, when in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Added Tract and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing, in recordable form, and must be signed by at least a majority of the Voting Members of the Architectural Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Supplemental Declaration or any other Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Supplemental Declaration or of any other Supplemental Declaration for any purpose except as to the particular Lot or Lots and in the particular instance covered by the variance. Notwithstanding the foregoing, such variances shall not vary any City of Austin ordinance unless a variance or special exception has been granted by the City of Austin.

5.12 Guidelines for Building at Treemont. The Architectural Committee may promulgate a set of guidelines not in conflict with this Supplemental Declaration and any other Supplemental Declarations for building and developing in the Subdivision which shall be general in nature and may be amended from time to time by the Architectural Committee.

5.13 Submission of Final Plans and Specifications. The final Plans and Specifications shall be submitted in triplicate to the Architectural Committee in care of Lee Weber, Weber Properties, Inc., 1010 Land Creek Cove, #250, Austin, Texas 78746, or such other address as may be designated from time to time by the Architectural Committee.

5.14 Delegation of Appointment Powers. Declarant shall have the right, but not the obligation, to delegate to the Owners in writing any rights Declarant has to appoint and remove members of the Architectural Committee and upon such written delegation of authority filed of record in the Real Property Records of Travis County, Texas, the selection of members to serve on the Architectural Committee shall be by separate election in which the Owners shall have the same relative voting power as provided hereinabove for elections of the Association. Notwithstanding any contrary provision contained in this Section

5.14, if Declarant has not earlier delegated to the Owners the right to appoint and remove members of the Architectural Committee, Declarant shall be deemed to have made such delegation to the Owners upon the earlier to occur of (a) the complete development of the lands and the sale of all developed Lots out of the Added Tract or (b) twenty (20) years from the filing date hereof in the Real Property Records of Travis County, Texas.

5.15 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

5.16 Fees. The Architectural Committee shall have the right to require reasonable submission fees for each set of Plans and Specifications submitted for its review.

6. Construction Activities. This Supplemental Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any portion of the Added Tract. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision, including, but not limited to, any provision prohibiting temporary waiver of the applicable provision and any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

7. As noted above, Articles III and IV of the Declaration shall not apply to the Added Tract and Article VII shall only apply as provided in Section 5 above. In addition, although Section 8.06 of the Declaration applies to the Added Tract, the assessment provided for therein shall not apply to a transfer by (i) Declarant, (ii) Treemont, or (iii) an Owner who is the builder or contractor of the initially constructed Improvements upon the Lot, unless such builder or contractor is or was also an occupant of the initially constructed Improvements on the Lot, in which case this exception shall not apply. The Association, by its execution hereof, acknowledges that, with respect to the Added Tract, no Assessments are due and owing as of the effective date of this Supplemental Declaration.

8. Except as expressly supplemented hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

Executed to be effective the 19th day of August, 1996.

OWNERS:

CHATELAINE PARTNERS, LP, a Texas limited partnership

By: WEBER PROPERTIES, INC., a Texas corporation, as Managing General Partner

By: Lee R. Weber
Lee R. Weber, President

Philip D. Gully, Jr.
PHILIP D. GULLY, JR.

Ross M. Rathgeber
ROSS M. RATHGEBER

Julia J. Rathgeber
JULIA J. RATHGEBER

FAIRWAY CONSTRUCTION, INC., a Texas corporation

By: Fairway Construction Inc. Mike Scott
Print Name: Mike Scott
Title: President

JAMES WEBSTER ELLIOTT
JAMES WEBSTER ELLIOTT

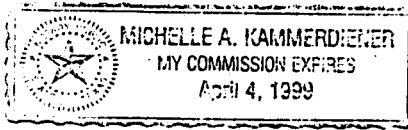
DECLARANT:

CHATELAINE PARTNERS, LP, a Texas limited partnership

By: **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner

By: *Lee B. Weber*
Lee B. Weber, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

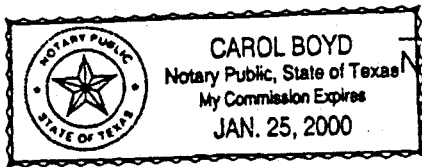


This instrument was acknowledged before me on the 19th day of August, 1996, by **LEE R. WEBER**, President of **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner of **CHATELAINE PARTNERS, LP**, a Texas limited partnership, on behalf of said corporation and said limited partnership.

M. A. Kammerdiener
NOTARY PUBLIC, State of Texas

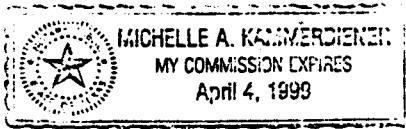
THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of August, 1996, by **PHILIP D. GULLY, JR.**



Carol Boyd
NOTARY PUBLIC, State of Texas

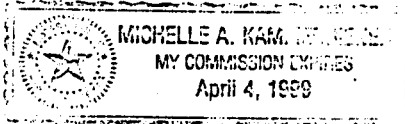
THE STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 19th day of August, 1996, by ROSS M. RATHGEBER.

Michelle A. Kammerdiener
NOTARY PUBLIC, State of Texas

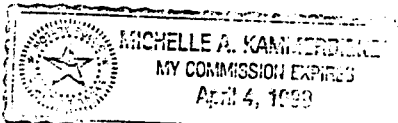
THE STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 19th day of August, 1996, by JULIA J. RATHGEBER.

Michelle A. Kammerdiener
NOTARY PUBLIC, State of Texas

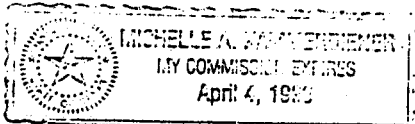
THE STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 19th day of August, 1996, by Mike Senter, President of FAIRWAY CONSTRUCTION, INC., a Texas corporation, on behalf of said corporation.

Michelle A. Kammerdiener
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the _____ day of August, 1996, by JAMES WEBSTER ELLIOTT.

NOTARY PUBLIC, State of Texas

Executed to be effective the 19th day of August, 1996.

OWNERS:

CHATELAINE PARTNERS, LP, a Texas limited partnership

By: **WEBER PROPERTIES, INC.**, a Texas corporation, as Managing General Partner

By: _____
Lee R. Weber, President

PHILIP D. GULLY, JR.

ROSS M. RATHGEBER

JULIA J. RATHGEBER

FAIRWAY CONSTRUCTION, INC., a Texas corporation

By: _____
Print Name: _____
Title: _____

James Webster Elliott

JAMES WEBSTER ELLIOTT

EXHIBIT "A"
Legal Description of Common Areas

1. Lots One-A (1A), Eleven (11), Twelve (12), Twenty-six (26) and Fifty-six (56), Block A, TREEMONT, PHASE B, SECTION 5, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 4-8, Plat Records of Travis County, Texas.
2. Water Quality Easement affecting Lots Nine (9) and Ten (10), Block A, TREEMONT, PHASE B, SECTION 5, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 4-8, Plat Records of Travis County, Texas, as such easement is set forth in instrument recorded in Volume 12145, Page 1158, Real Property Records of Travis County, Texas.
3. Landscape Easement affecting Lot Four (4), Block C, TREEMONT, PHASE B, SECTION 5, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 94, Pages 4-8, Plat Records of Travis County, Texas, as set forth on said recorded subdivision plat.

AFTER RECORDING RETURN TO:

**RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 98
AUSTIN, TX 78767**