

FILM CODE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

2:21 PM 8315

25.00 INDX  
2 3 09/30/94

THE OVERLOOK AT RIVER PLACE

2:21 PM 8315

5.00 RECH  
2 3 09/30/94

THIS DECLARATION is made this 14th day of August, 1994, by  
IDM CORP, hereinafter called "Declarant".

2:21 PM 8315

1.00 SEC  
2 3 09/30/94  
10.37-CHK

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Travis County, Texas, which is described as Lots 149 through 172, Block Q, RIVER PLACE, inclusive, as shown by map or plat of record in Volume 93, Page(s) 356-358, of the Plat Records of Travis County, Texas.

Declarant hereby declares that all of the property herein described shall be held, sold and conveyed 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 real property and be binding upon all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant further declares that nothing stated herein shall be construed to limit the provision of the Restated Declarations for RiverPlace Residential Community Association, Inc., of record in Volume 11479, Page 386, Deed Records of Travis County, Texas, which Declaration is superior to this declaration, except in those cases where the Restated and these Supplemental Restrictions are in conflict in which event the supplemental restrictions shall control.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE OVERLOOK AT RIVER PLACE PROPERTY OWNER'S ASSOCIATION, its successors and assigns.

Section 2. "Overhang Easement" shall mean a three foot (3') strip of land along the common side lot line with the adjacent lot.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12283 0039

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" and "Member" are used interchangeably throughout this document.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such annexations and additions thereto as may be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any one of the Lots described above.

Section 6. "Single Family Residence" shall mean a site built, residential home providing complete independent living facilities for one family, including permanent provisions for living, sleeping, eating and cooking and provisions for parking two cars in a garage with an automatic garage door closing device.

Section 7. "Completed Single Family Home" shall mean one which has been issued a Certificate of Occupancy or has received permanent electrical power.

Section 8. "Declarant" shall mean and refer to IDM CORP, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the areas designated as common areas, green belts, walks, any hike and bike trails, perimeter fencing and automatic gates, and private road as shown on the plat of the Properties recorded in the Travis County Plat Records.

Section 11. "Yard Maintenance Area" shall mean and refer to that area between the curb line and the most distant portion of the residence which faces the street and can be viewed from the street.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of any of the aforescribed Lots shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have one class of voting membership, which shall be each owner who will have one vote; provided, however, the Declarant shall be entitled to three votes for each Lot owned by Declarant. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot (except those lots owned by Declarant, which will be entitled to three votes (3) per Lot).

## ARTICLE III

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, except those exempt under Section 9 of this Article, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide maintenance and/or improvement of exterior sprinkler systems and landscaping, maintenance of building exteriors (in accordance with Article VI hereof, wrought iron fencing, gate, gate activators and masonry columns, Golf Vista Drive (a private road), street lighting, and/or to promote the safety and welfare of the residents in the Property and maintaining the property values.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot

with a completed Single Family Residence to Owner, the maximum monthly assessment shall be \$128.00 per Lot per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot with Single Family Residence to an Owner, the maximum monthly assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Association may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots with a Single Family Residence, provided that the monthly rate for Lots without a completed Single Family Residence shall be fixed at one-fifth (1/5) the assessment rate for the other lots with a completed Single Family Residence.

Section 5. Notice and Quorum for Any Action Authorized Under Article III, Sections 1 or 3. Written notice of any meeting called for the purpose of taking any action authorized under Article III, Sections 1 or 3, shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Monthly Assessments. Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date set by the memberships' 2/3 vote. Written notice of any establishment of a monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth

whether the assessments, if any, on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid on the date when due, shall be immediately delinquent and shall, together with an interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose the lien against the property, or (3) both, and, in either event, there shall be added to the amount of such assessment, interest as provided and all costs of collection, including reasonable attorney's fees.

Section 8. Subordination of the Lien to Mortgages. The lien to secure the assessments described herein shall be subordinate to the lien of any first deed of trust. A sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the assessment lien as to the payments which become due prior to such sale or transfer. No sale or transfer will relieve such lot or lot owner from liability for any assessments thereafter becoming due or from the lien of such assessments.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) all properties dedicated and accepted by any local governmental authority devoted to public use;

(b) lots 149 (a private road) and 150 (Greenbelt and drainage easement) which shall be dedicated to the Association; and

(c) all lots owned by Declarant, such exemption to terminate upon the sale by Declarant of such Lot, or upon completion of structure. (See Article III, Section 4.)

## ARTICLE IV

### ARCHITECTURAL CONTROL

Section 1. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a Lot), flag poles, fences, walls, house numbers, exterior lighting, or other improvements, shall be made unless complete plans, specifications, and Lot plans therefor, showing the exterior design, height, building material, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, fencing and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

Section 2. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the Property conform to and harmonize with the existing surroundings and structures.

Section 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

Section 4. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

Section 5. A majority vote of the Architectural Control Committee is required for approval of proposed improvements.

Section 6. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

Section 7. Members. The Architectural Control Committee shall consist of three (3) members designated by the Declarant. After one year, the Association may, at its option, elect replacements for the members then serving on said committee, and may elect members thereafter as determined by the Association.

## ARTICLE V

### EXTERIOR MAINTENANCE

Section 1. Each lot owner will maintain the exterior of all improvements erected on such lots, such exterior to be maintained in good order to prevent damage and to maintain the best aesthetic appearance. In the event any lot owner fails to properly maintain the exterior, the Association may (but is not obligated to) make such repairs, repainting or replacement that is necessary and assess the costs thereof to the lot owner in addition to all other assessments. Notice of the Association's intention to undertake such maintenance will be given to the lot owner at least 20 days prior to the commencement thereof.

Section 2. Yards in the "Yard Maintenance Area" shall be maintained by the Home Owner's Association in a manner to provide a uniform, groomed, healthy yard. All initial yard installation shall be at owner's expense after approval by the Architectural Control Committee. Thereafter any plant replacement resulting from dead or diseased plants shall be an Association expense. Any owner, with Architectural Control Committee approval, may have its yard re landscaped at owner's expense at any time by a contractor of the owner's choosing.

Section 3. Entry Area. River Place and and Golf Vista Drive and the landscaped islands in Golf Vista Drive shall be maintained by the Home Owner's Association.

Section 4. Lot 150 Greenbelt and drainage area shall be maintained by the Association in its natural site condition, provided that some selected clearing of Juniper may be permitted to allow view corridors for individual lots. Dead trees and shrubbery may be removed without Architectural Control Committee approval.

Section 5. Ownership, Maintenance, and Assessments for Maintenance of Private Road Within The Overlook at River Place. In accordance with the provisions and authority granted under Article III, Sections 1, 2, 3 and 4, of these Declaration of Covenants, Conditions and Restrictions for the Overlook at River Place, from and after the effective date of these Covenants, the Overlook at River Place Property Owner's Association shall own and have the obligation to maintain, and levy and collect assessments for the maintenance of Golf Vista Drive, a private roadway located in River Place as that Private Roadway is depicted on the final subdivision plat for The Overlook at River Place, and any security gates or other devices controlling access (the "Security Facilities") to the Private Roadway. This Declaration shall levy assessments against each lot adjoining or

benefitting from the Private Roadway for maintenance of the Private Roadway and the Security Facilities, as the Association determines appropriate and in accordance with the provisions of these Declarations. The Private Roadway shall not be dedicated to or maintained by the City of Austin or Travis County. If the Private Roadway is acquired by Travis County, all special paving and medians within the Private Roadway and the Security Facilities shall be removed by the Association to meet Travis County standards. Further, an express easement is hereby granted across the Private Roadway and any adjoining common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pick up and any other purpose any governmental authority deems necessary, and IDM Corp does further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Roadway and adjoining common area as a result of governmental vehicles traversing over same.

#### ARTICLE VI

##### COMMON SCHEME RESTRICTIONS

Section 1. The following restrictions are imposed as a common scheme upon each Lot for the benefit of each other Lot and Common Areas, and may be enforced by any Lot Owner or the Association.

Section 2. All buildings on lots 151 through 172 shall be for single family residential purposes only.

Section 3. Any building may be built on the side or rear lot line with eave overhangs projecting over the lot line in accordance with Article VII, Section 6. All buildings must be a minimum of ten feet (10') apart, as measured at the foundation.

Section 4. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or common area, nor on any Lot unless placed in a suitable container and in a location designated therefor.

Section 5. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted to conclusion.

Section 6. No clothes lines, drying yards, service yards, wood piles, or storage areas shall be located so as to be visible from a street, road or any Common Area.



Section 7. No animals or poultry shall be kept within the Properties except for ordinary household pets belonging to the Owner or Owners; PROVIDED HOWEVER, that such pets shall be kept within the confines of the Owner's Lot or on a leash when outside, and shall not be kept or used for commercial purposes.

Section 8. No used or previously erected or temporary house, structure, house trailer, structure designed as a mobile home, or any other non-permanent out building shall ever be placed, erected or allowed to remain on the Property except during the construction period.

Section 9. Boats, trailers, and campers shall be parked only while loading or unloading and may not remain on Golf Vista Drive or visible on any driveway for more than a four (4) hour period.

Section 10. Trucks and commercial vehicles shall not be allowed to remain on the Property; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Property, nor shall this restriction restrict trucks or commercial vehicles which are necessary for construction or maintenance of the Properties.

## ARTICLE VII

### EASEMENT AND RIGHTS

Section 1. General Easement. The Declarant, so long as he/ she shall retain record title to any Lot, and the Association, reserve the right and easement to the use of the Common Areas and any lot or any portion thereof, as may be needed for repair, maintenance, or construction on such lot or any other lot or the Common Area. Nothing above to the contrary withstanding, Declarant's easement for repair shall be limited to lots owned by Declarant or to the Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make reasonable repairs or improvements to a building on his Lot, enter or cross the Common Area or a lot of another Owner, then Owner shall have an easement to do so, provided that such Owner shall use the most direct, feasible route in entering or crossing over such an area and shall restore the surface so entered or crossed to its original condition at the expense of said Owner, and further provided such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring approval of the Architectural Control Committee of the Association, unless such approval has been given.

Section 3.      Alteration Easement.      If the Owner of any Lot must, in order to make reasonable repairs or improvements to a building on such Lot, alter the building of any other person, said Owner shall have the right to do so, provided that said Owner shall (i) create as little alteration as possible consistent with good building and engineering practices, (ii) promptly restore the building altered to its original condition at the expense of said Owner, and (iii) provide such bonding as the Owner of the building to be altered shall reasonably require; and further provided such alteration shall not be allowed if the purpose for which the alteration must occur is one requiring approval of the Architectural Control Committee of the Association, unless such approval has been given.

In connection with the use of the Crossover Easement referenced above, and the Alteration Easement set out here, except in the case of an emergency situation, the Owner desiring to utilize such easement shall give the other affected Owner or Owners at least ten (10) days written notice of the proposed crossover or alteration.

Section 4.      Utility Easement.      An easement of ingress and egress is hereby granted on all Lots and the Common Areas in favor of any utility company for the purpose of the repair, construction and maintenance of all utility lines; provided, however, no new utility line may be constructed or no existing utility line may be relocated without the approval of the Environmental Control Committee.

Section 5.      Blanket Easement.      An easement is hereby retained in favor of the Association over the Lots and the Common Area for the construction of a common cable television system, a common sprinkler, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any foregoing item so constructed and shall hold the Association harmless for the cost of repairing or replacing any portion damaged or destroyed by such Owner, his/her family, bequests, and invitees.

Section 6.      Overhang Easement.      An easement is granted to each Owner whose eaves, gutters or similar items overhang a reasonable distance or abut the Lot of another Owner. Any residence shall be so constructed as to not allow any roof rainwater to discharge onto the adjacent lot.

## ARTICLE VIII

### GENERAL PROVISIONS


Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. During the first thirty (30) years following recordation hereof, this Declaration may be amended by an instrument signed by eighty percent (80%) of the then owners of the Lots, agreeing to such amendment, and thereafter, by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. To be valid, any such amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of August, 1994.

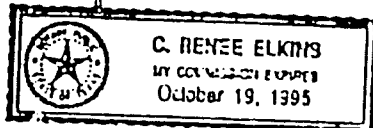
IDM CORP

  
Jeff Eastman, President

STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared JEFF EASTMAN, President of IDM Corp, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 14th day of August, 1994.



C. Renee Elkins  
Notary Public, State of Texas

cre041994/OLBRP.ccr's

AFTER RECORDING RETURN TO:  
CITY OF AUSTIN/PLANNING DEPT.  
301 W. 2nd  
AUSTIN, TX 78701  
ATTN: Hector Avila 499-2711

STATE OF TEXAS — COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the 30th day of September 1994 at the time stated herein by me, and  
was duly RECORDED in the Volume and Page of the  
Public Records of Travis County, Texas, as

SEP 30 1994



Dana De Beauvoir  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

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DANA DE BEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS:  
TRAVIS COUNTY, TEXAS

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FIRST AMENDMENT TO  
RESTATE*D* DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICT*I*ONS  
FOR  
RIVER PLACE RESIDENTIAL AREAS

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

7.00 INDX  
05/03/74  
5.00 BLIN  
05/03/74  
1.00 SEC  
05/03/74

This First Amendment to Restated Declaration of Covenants, Conditions, and Restrictions for River Place Residential Areas (the "First Amendment") is made by FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership ("FRPR"), and is as follows:

RECITALS:

A. Prior Restrictions. This First Amendment shall amend that one certain Restated Declaration of Covenants, Conditions, and Restrictions for River Place Residential Areas dated July 15, 1991, recorded in Volume 11479, Page 386 of the Real Property Records of Travis County, Texas (the "Restated Declaration"). The Restated Declaration is a restatement of certain prior restrictions, including, without limitation, that one certain Declaration of Covenants, Conditions, and Restrictions for River Place Residential Areas executed on an unknown date in 1984, recorded in Volume 8791, Page 769 of the Real Property Records of Travis County, Texas (the "Prior Residential Restrictions"), as more fully set forth and described in the Recitals of the Restated Declaration.

B. Declarant. FRPR is the owner and developer of the River Place Development, referred to in Exhibit "A" to the Restated Declaration, and the "Declarant" under the Restated Declaration.

C. Authority for Amendment. In accordance with Section 9.09(A) of the Restated Declaration, FRPR, in its capacity as "Declarant," has the authority to amend the Restated Declaration as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Restated Declaration is hereby amended as follows:

1. The following paragraph is hereby added to the Restated Declaration:

Paragraph 9.01.A. Subordination of Greenbelt Easement to Utilities. The greenbelt easement (the "Greenbelt") and all appurtenant rights dedicated to the public by plat note referenced on the subdivision plat for the River Place Treatment Plant, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 84, Page 188B through D, Plat Records of Travis County, Texas (the "River Place Treatment Plant Subdivision"), is hereby made expressly subordinate to the rights of the Declarant, and its successors and assigns, including without limitation, the River Place Municipal Utility District, a municipal utility district created and operated pursuant to Chapter 54 of the Texas Water Code (the "River Place MUD"), to operate, maintain, expand, secure, and conduct any and all other activities necessary for the ownership, operation, maintenance, and expansion of all utility infrastructure located on Lot 3, Block A, of the River Place Treatment Plant Subdivision. Any use of the Greenbelt by the public shall be restricted so as not to interfere in any manner with the

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Declarant's, the River Place Municipal Utility District's, or their assigns' use of Lot 3, Block A, of the River Place Treatment Plant Subdivision as set forth in the preceding sentence.

2. By their signature below, the Declarant, and the President and Secretary of the River Place Residential Community Association, Inc. (the "Association") certify that the Declarant holds a majority of the votes of the Association and, in accordance with Section 9.09 of the Restated Declaration, has the authority to amend the Restated Declaration as set out herein.
3. No Further Amendment. Except as expressly provided herein, the Restated Declaration remains in full force and effect as written. Any capitalized terms used, but not defined in this Agreement, are used and defined as in the Restated Declaration.

Executed to be effective this 3rd day of May, 1994.

DECLARANT:

FIRST RIVER PLACE RESERVE, LTD., a  
Texas limited partnership

By: TEXAS HIGHLANDS, INC., a Texas  
corporation, General Partner

By: John W. Gravenor

John W. Gravenor  
Attorney-in-Fact

RIVER PLACE RESIDENTIAL COMMUNITY  
ASSOCIATION, INC., a Texas non-profit  
corporation

By: Gregory D. Reynolds

Gregory D. Reynolds  
President

By: Thomas D. Keaveny

Thomas Keaveny  
Secretary

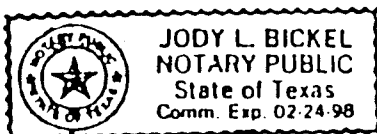
REAL PROPERTY RECORDS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of May, 1994, by John W. Gravenor, Attorney-in-Fact of Texas Highlands, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



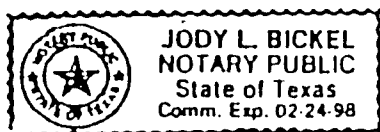
*Jody L. Bickel*  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of May, 1994, by Greg Reynolds, President of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



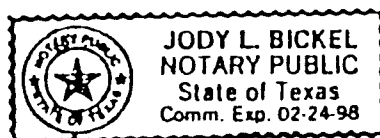
*Jody L. Bickel*  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of May, 1994, by Thomas Keaveny, Secretary of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



*Jody L. Bickel*  
Notary Public Signature

AFTER RECORDING, RETURN TO:

Kenneth N. Jones  
Strasburger & Price, L.L.P.  
2600 One American Center  
600 Congress Avenue  
Austin, Texas 78701-3288

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  
related RECORDS of Travis County, Texas, on

MAY 3 1994

FILED

94 MAY -3 PM 1:58

CLERK OF COURTS  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

*Carol Strassman*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS

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FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE OVERLOOK AT RIVER PLACE

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

WHEREAS, the undersigned are owners of more than eighty percent (80%) of the twenty-two (22) lots in the Subdivision known as THE OVERLOOK AT RIVER PLACE, which lots are more fully described as:

Lots 149 through 172, Block Q, RIVER PLACE, inclusive, as shown by map or plat of record in Volume 93, Pages 356-358 of the Plat Records of Travis County, Texas, and

WHEREAS, IDM Corp, a Texas Corporation, heretofore filed that certain Declaration of Covenants, Conditions and Restrictions of record in Volume 12283, Pages 39 through 50, Real Property Records of Travis County, Texas, which Declaration (the "Declaration") imposes certain easements, covenants, restrictions and conditions on the Development; and

WHEREAS, Article VIII, GENERAL PROVISIONS, Section 3 of the Declaration allows amendments to said Declaration by an "instrument signed by owners of not less than 80% of the Lots . . ."; and,

WHEREAS, IDM Corp, the owner of Lots 171 and 172, (the "Property") has agreed to restrict said lots to provide that only one single family residence shall be erected on the two lots; and,

WHEREAS, the undersigned wish to amend the Declaration;

WHEREAS, the purchaser of said lots, as a condition of the purchase, requires this amendment; and,

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TRAVIS COUNTY, TEXAS

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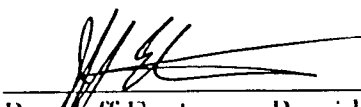


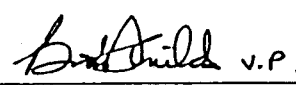
NOW, THEREFORE, in consideration of the premises, the Declaration is amended  
as follows:

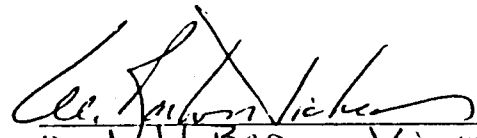
1. Notwithstanding Article II, Section 2 of the Declaration, said Property shall be considered one lot for all purposes of the Declaration and specifically with regard to membership in The Overlook at River Place Property Owner's Association, Inc. and with regard to voting rights.
2. Notwithstanding Article III, Section 1 of the Declaration providing for various assessments or any other provisions of the Declaration, the owner of the Property shall be considered one lot for assessment purposes and the owner thereof shall be required to pay an assessment only on the basis of one lot in the Development.
3. IDM Corp, the Owner of the Property, hereby restricts the Property and the Declaration is hereby amended to provide that only a single-family residential unit may be constructed on the Property.
4. Any easements retained over the common lot line of the property is hereby released and terminated.

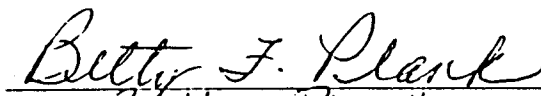
EXECUTED this 15 day of July, 1997.

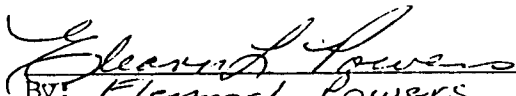
IDM CORP

  
By: Jeff Eastman, President  
Owner of Lots 171 and 172  
NEWMARK HOMES, L.P., d/b/a  
FEDRICK, HARRIS ESTATE HOMES

  
By: Brian Shields  
Its: Vice President  
Owner of Lots 151-153, 156-158, 162, ~~163~~  
and 170

  
By: K. BARTON VICKIE'S  
Owner of Lot: 163

  
By: Betty F. Plank  
Owner of Lot: 164

  
By: Eleanor L. Powers  
Owner of Lot: 160

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12984 0759

Owner of Lot: 168

Owner of Lot: 159


Owner of lot: 167

Owner of Lot: 166

Owner of Lot: 154

THE STATE OF TEXAS                   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 1997, by Jeff Eastman, President of IDM Corp, a Texas corporation, on behalf of said corporation.

 **C. RENEE ELKINS**  
**MY COMMISSION EXPIRES**  
**October 19, 1999**

Notary Public, State of Texas

THE STATE OF ~~NEVADA~~ TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 23 day of July, 1997, by Brian Shields, ~~Brian Frederick~~, President of ~~Fredrick, Harris Estate Homes, a Nevada corporation,~~  
on behalf of said corporation, Vice President of Newark Home Corporation, Sole General Partner of Newark  
~~Homes, L.P., a Texas Limited Partnership; d/b/a FEDRICK-HARRIS ESTATE HOMES~~ on behalf of said limited  
partnership.

Notary Public, State of Nevada  
Notary Public, State of Texas  
My Commission Expires:  
MAY 29, 2001

THE STATE OF TEXAS      §  
COUNTY OF TRAVIS      §

This document was acknowledged before me on the 17<sup>th</sup> day of July, 1997  
by ~~James P. Powers~~

**UNITED STATES POLICE**  
**C. RENEE ELKINS**  
 MY COMMISSION EXPIRES  
**October 10, 1999**

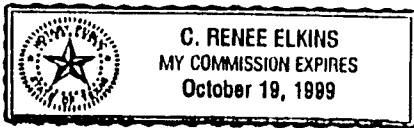
Cherie Elkins  
Notary Public, State of Texas

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12984 0760

THE STATE OF TEXAS  
COUNTY OF TRAVIS

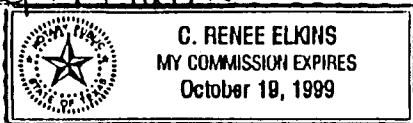
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by W. Barton Vickers.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

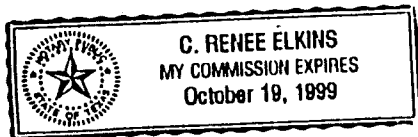
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Betty F. Plank.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

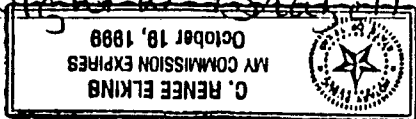
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Susan Doss.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

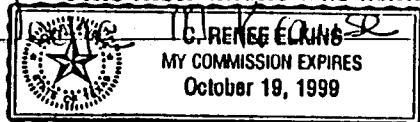
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Dorinda W. Brazell.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Lawrence H. Martin, Jr.



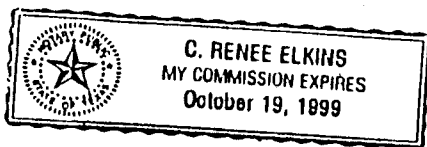
C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16<sup>th</sup> day of July, 1997 by Lawrence H. Martin, Jr.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

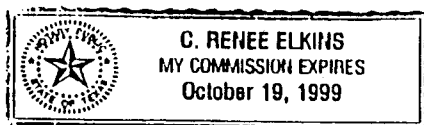
12984 0761



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 1997, by Susan D. Heltema



C. Renee Elkins  
Notary Public, State of Texas

**FILED**  
97 JUL 25 PM 3:08  
DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Return to:  
IDM Corp.  
8015 Shoal Creek  
Suite 100  
Austin, TX 78757

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

JUL 25 1997



Dana Debeauvoir  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
RECEIPT: K0080330 TRAVIS COUNTY RECORDS \$18.25  
CASHIER: MURPHY FILE DATE: 7/25/97 TRAVIS  
PAID BY: CHECK 12984

0762

12984

GENERAL WARRANTY DEED

1111000000  
~~REGISTERED~~ 1998  
11  
page 4

STATE OF TEXAS :  
:  
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

THAT IDM CORP, a Texas corporation, (herein called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable cash considerations to Grantor in hand paid and caused to be paid in the manner hereinafter stated by THE OVERLOOK AT RIVERPLACE HOMEOWNERS' ASSOCIATION, Texas corporation, (herein called "Grantee" whether one or more), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee the following described real property in Travis County, Texas, together with all improvements located thereon (herein call "Said Land"), to-wit:

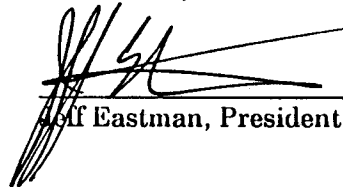
Lot 150, Block "Q", of the Overlook at River Place, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 93, Page(s) 356-358, Plat Records of Travis County, Texas.

This conveyance is expressly made and accepted subject to all valid and subsisting easements, restrictions, reservations, covenants and conditions relating to Said Land to the extent that the same are valid and enforceable against Said Land, as same are shown by instruments filed for record in the office of the County Clerk of the County in which Said Land is located.

TO HAVE AND TO HOLD Said Land, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms and provisions herein described, unto Grantees, their heirs, legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular Said Land, subject, however, as aforesaid, unto Grantees, their heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

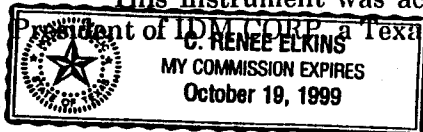
EXECUTED on June 6, 1998, TO BE EFFECTIVE the 23<sup>rd</sup> day of June, 1997.

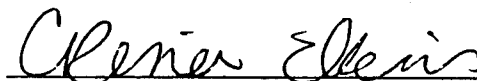
IDM CORP, a Texas Corporation

  
Jeff Eastman, President

STATE OF TEXAS :  
:  
COUNTY OF TRAVIS :

This instrument was acknowledged before me on the 6th day of June, 1998, by Jeff Eastman, President of IDM CORP, a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

After recording return to:

CERTIFIED MANAGEMENT OF AUSTIN  
3007 Longhorn Blvd. #100  
Austin TX 78758

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13204 0391

97070199.01.18

18.25.  
B9

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE OVERLOOK AT RIVER PLACE

FILM CODE  
00005605544

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of more than eighty percent (80%) of the twenty-two (22) lots in the Subdivision known as THE OVERLOOK AT RIVER PLACE, which lots are more fully described as:

Lots 149 through 172, Block Q, RIVER PLACE, inclusive, as shown by map or plat of record in Volume 93, Pages 356-358 of the Plat Records of Travis County, Texas, and

WHEREAS, IDM Corp, a Texas Corporation, heretofore filed that certain Declaration of Covenants, Conditions and Restrictions of record in Volume 12283, Pages 39 through 50, Real Property Records of Travis County, Texas, which Declaration (the "Declaration") imposes certain easements, covenants, restrictions and conditions on the Development; and

WHEREAS, Article VIII, GENERAL PROVISIONS, Section 3 of the Declaration allows amendments to said Declaration by an "instrument signed by owners of not less than 80% of the Lots . . ."; and,

WHEREAS, IDM Corp, the owner of Lots 171 and 172, (the "Property") has agreed to restrict said lots to provide that only one single family residence shall be erected on the two lots; and,

WHEREAS, the undersigned wish to amend the Declaration;

WHEREAS, the purchaser of said lots, as a condition of the purchase, requires this amendment; and,

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

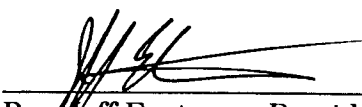
12984 0758


NOW, THEREFORE, in consideration of the premises, the Declaration is amended  
as follows:

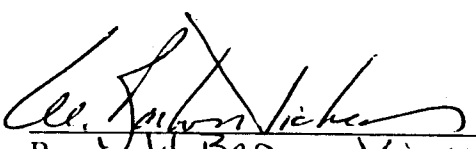
1. Notwithstanding Article II, Section 2 of the Declaration, said Property shall be considered one lot for all purposes of the Declaration and specifically with regard to membership in The Overlook at River Place Property Owner's Association, Inc. and with regard to voting rights.
2. Notwithstanding Article III, Section 1 of the Declaration providing for various assessments or any other provisions of the Declaration, the owner of the Property shall be considered one lot for assessment purposes and the owner thereof shall be required to pay an assessment only on the basis of one lot in the Development.
3. IDM Corp, the Owner of the Property, hereby restricts the Property and the Declaration is hereby amended to provide that only a single-family residential unit may be constructed on the Property.
4. Any easements retained over the common lot line of the property is hereby released and terminated.

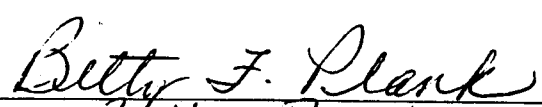
EXECUTED this 15 day of July, 1997.

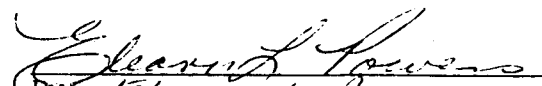
IDM CORP

  
By: Jeff Eastman, President  
Owner of Lots 171 and 172  
NEWMARK HOMES, L.P., d/b/a  
FEDRICK, HARRIS ESTATE HOMES

  
By: Brian Shields  
Its: Vice President  
Owner of Lots 151-153, 156-158, 162, ~~169~~  
and 170

  
By: K. BARTON VICKELS  
Owner of Lot: 163

  
By: Betty F. Plank  
Owner of Lot: 164

  
By: Eleanor L. Powers  
Owner of Lot: 160

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12984 0759

Susan Doss  
By: Susan Doss  
Owner of Lot: 168

Edwight Wayne Brazell  
By: Edwight Wayne Brazell  
Owner of Lot: 159

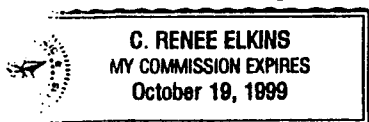
Jane M. Krause  
By: Jane M. Krause  
Owner of Lot: 161

Lawrence H. Martin, Jr.  
By: Lawrence H. Martin, Jr.  
Owner of Lot: 166

Susan D. Hettema  
By: Susan D. Hettema  
Owner of Lot: 154

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

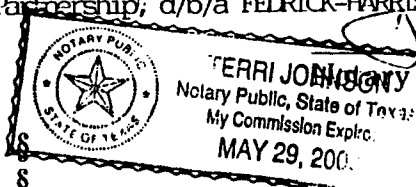
This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 1997, by Jeff Eastman, President of IDM Corp, a Texas corporation, on behalf of said corporation.



C. Renee Elkins  
Notary Public, State of Texas

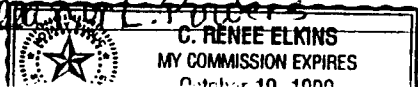
TEXAS  
THE STATE OF NEVADA §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 23 day of July, 1997, by Brian Shields, ~~Donnie Pedrick~~, President of ~~Pedrick, Harris Estate Homes~~, a Nevada corporation, on behalf of said corporation, Vice President of Newark Home Corporation, Sole General Partner of Newark Homes, L.P., a Texas Limited Partnership; d/b/a ~~FEDRICK-HARRIS ESTATE HOMES~~ on behalf of said limited partnership.



THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This document was acknowledged before me on the 17<sup>th</sup> day of July, 1997 by Donnie Pedrick



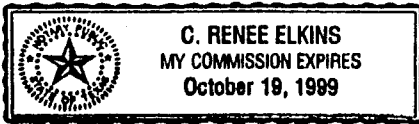
Donnie Pedrick

2984 0760  
REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS



THE STATE OF TEXAS  
COUNTY OF TRAVIS

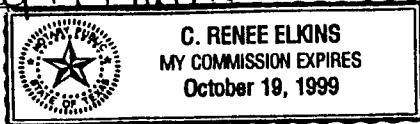
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by W. Barton Vick.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

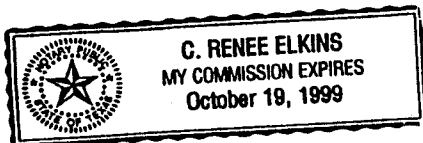
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Betty F. Plank.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

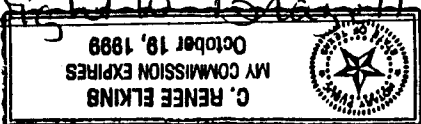
This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Susan Doss.



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Dorinda B. Bagnall.

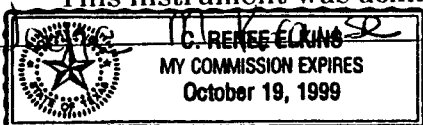


@

C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of July, 1997, by Theresa.



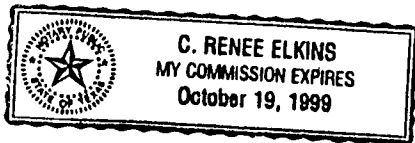
C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16<sup>th</sup> day of July, 1997 by Lawrence H. Martin, Jr..

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

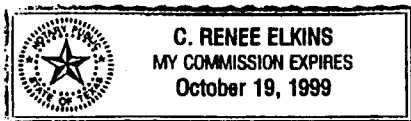
12984 0761



C. Renee Elkins  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 1997, by Susan D. Hettema



C. Renee Elkins  
Notary Public, State of Texas

FILED

97 JUL 25 PM 3:08

DANA DEBLAUVOR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Return to:  
Idm Corp.  
8015 Shoal Creek  
Suite 100  
Austin, TX 78757

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

JUL 25 1997



Dana Deblauvor  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
RECEIPT #: 100080330  
CASHIER: MFR  
PAID BY: CHECK  
FILE DATE: 7/25/97  
12984  
0762  
\$18.25  
7/28/97