

**GOVERNOR'S HILL
CONDOMINIUM ASSOCIATION, INC.**

Declaration of Covenants, Conditions and Restrictions

DEVELOPMENT AREA
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK GOVERNOR'S HILL

FILM CODE
00005581430

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

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

RECITALS

- A. The Declarant is the owner of 31.394 acres of real property located in Travis County, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").
- B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek Governor's Hill, dated 04.12.97, 1997, recorded in Volume 11324, Page 707, Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions recorded in Volume 11324, Page 707, Real Property Records of Travis County, Texas (the "Master Declaration").
- C. The Master Declaration permits the Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Declaration, which shall be in addition to the covenants, conditions, and restrictions of the Master Declaration.
- D. Declarant desires to create upon the Property a residential community and carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.
- E. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

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

ARTICLE I

DEFINITIONS

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

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

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

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

"Association Property" shall mean and refer to any property or improvements owned by the Association.

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

"Association Rules" shall mean the rules and regulations adopted by the Board as may be amended from time to time.

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

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

"Condominium Regime" shall mean any condominium regime established for the Property.

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

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

"Developer" shall mean and refer to LS Development, Ltd., a Texas limited partnership, its successors or assigns.

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

"Limited Common Element" shall mean the property assigned to each Unit pursuant to the Condominium Regime.

"Lot" or "Lots" shall mean the Property or one or more subdivided lots within the Property.

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

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

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

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

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

"Plat" shall mean and refer to any recorded subdivision plat of all or any portion of the Property.

"Site Plan" shall mean and refer to any site plan filed with or approved by any municipality having jurisdiction over the Property.

"Unit" or "Units" shall mean all Improvements located on the Property to be used for, or in connection with, residential occupancy.

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

ARTICLE II

GENERAL RESTRICTIONS

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

2.01. Architectural Guidelines. Pursuant to Section 4.01 below, the Master Architectural Control Committee shall adopt Architectural Guidelines applicable to the Property and all Improvements constructed on the Property shall strictly comply with those Architectural Guidelines. Effective the date of this Declaration, the Master Architectural Control Committee has adopted the architectural guidelines set forth in that certain Barton Creek Community The Woods at Barton Creek Architectural Guidelines (the "Woods Guidelines") as the Architectural Guidelines which will be applied to the Property. Any reference in the Woods Guidelines to "The Woods at Barton Creek" or "Barton Creek Section G" shall be substituted with a reference to "Barton Creek Governor's Hill." All other terms and provisions of the Woods Guidelines shall apply to construction on any portion of the Property until such time as the Architectural Guidelines are modified, amended, or restated by the Master Architectural Control Committee as authorized by the Master Declaration and this Declaration. In the event of a conflict between the terms or provisions of the Architectural Guidelines and this Declaration, this Declaration is intended and shall be construed as controlling.

2.02. General Restrictions.

- (a) The Property shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than forty-five (45) detached single family residences not to exceed thirty-eight feet (38') in height measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure in the highest ridge, peak, or gable of a roof (excluding chimneys). In addition to the other height restrictions provided in this Declaration, in the area which comprises the rear one-third of the Units constructed on Lots 1 through 15, inclusive, the improvements shall be limited to one story, and shall not, in this section of such Units, exceed twenty-eight feet (28') in height measured in accordance with the formula referenced in the preceding sentence. The calculation to determine what constitutes the "rear one-third of a Unit," as referenced in the preceding sentence, shall be made by the Master Architectural Control Committee (based upon the entire depth of the Unit measured from the wall closest to the street to the wall furthest from the street and taking the one-third of that area furthest from the street).
- (b) Each Lot must contain a private garage for not fewer than two automobiles and off-street parking space for a minimum of two (2) automobiles. No garage may face or open toward Barton Creek Blvd. or Chalk Knoll Drive.
- (c) Masonry ledges and planter boxes shall be incorporated into the design of every Unit located within the Property so as to assure that in no event is more than eighteen inches (18") of unfinished foundation visible at any point along the foundation of the Unit.
- (d) Each Unit must have a floor area of not less than 2,700 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages.
- (e) Unless otherwise expressly approved by the Master Architectural Control Committee the exterior walls of any Unit shall consist of one hundred percent (100%) masonry constructed in strict compliance with the requirements of the Architectural Guidelines. It is anticipated that Units will be constructed of stone, stucco, or a combination of stone and stucco. Throughout the Property, it is Declarant's intention that Units within the Property, considered in the aggregate, shall have a minimum of twenty-five percent (25%) stone and the Master Architectural Control Committee shall approve exterior masonry finishes so as to assure that at least 25% of the exterior finish of all Units throughout the Property, considered in the aggregate, is constructed of stone (with the remaining portion being stucco).
- (f) No roof shall have a pitch in excess of 6/12. All roofs shall be constructed of clay or concrete tile of a color and design expressly approved by the Master Architectural Control Committee. Roof overhangs shall be no less than twenty-four inches (24").
- (g) The location of all buildings and Improvements shall comply with the minimum setbacks established by the Plat, the Site Plan, the Development Plan, the Condominium Regime, and this Declaration. In addition to any minimum setbacks established by the preceding sentence, the sideyard setback for every Unit shall be a minimum of five feet (5'), measured from the side boundary line of the Limited Common Element to the Unit; provided, however, in no event shall any two adjoining Units be closer than fifteen feet (15') at any point. In addition, (i) front setbacks shall be no less than twenty feet (20'), measured from the street to the Unit; and (ii) rear setbacks shall be no less than fifteen feet (15'), measured from the rear boundary line of the Limited Common Element to the Unit, except for Lots 1 through 15, inclusive, which shall require a rear setback of no less than twenty-five feet (25').
- (h) No professional, business, or commercial activity to which the general public is invited shall be conducted on the Property; provided that, in connection with its development of the Property and sale of Units, Developer shall have the right to maintain model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited.

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

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

(k) All windows on each Unit shall be wood or wood clad windows (or other material approved in writing by the Declarant) and shall have a consistent design throughout the Unit and strictly comply with the requirements of the Architectural Guidelines.

(l) The design, construction materials, and location of (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Master Architectural Control Committee and shall comply with the Site Plan, the Condominium Regime, and this Declaration. All driveways shall be constructed of concrete or concrete pavers. No asphalt driveways shall be permitted.

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

(n) Prior to the occupancy of any Unit, fencing, retaining walls, and associated landscaping shall be constructed, at the sole cost and expense of Declarant, along the rear boundary lines of Lots 1 through 15, inclusive; along the rear boundary lines of Lots 41 through 44, inclusive; along the side boundary lines adjacent to Barton Creek Boulevard on Lots 1 and 44; and such other locations required by the Master Architectural Control Committee. Prior to commencement of construction of such fences, retaining walls, and associated landscaping, the Developer shall prepare and submit plans and specifications to the Declarant for its prior written approval. All fencing located on any portion of the Property shall be of the same design, color, and construction (using materials of equal or better quality) as the perimeter fence (the "Standard Fence") located within Barton Creek Section G, Phase Two, a subdivision of record in Travis County, Texas, according to the map or plat thereof recorded in Volume 96, Page 260-263, inclusive, Plat Records of Travis County, Texas.

(o) Prior to the occupancy of any Unit, a landscaping plan shall be submitted and approved by Declarant. The landscaping plan shall include existing and proposed plant locations, sod areas and seeded areas, accessory structures, decks, patios, walkway locations, drainage design, irrigation system design, a plant list, and installation details and notes.

(p) All retaining walls built within the Property shall be no more than six feet (6') in height, as measured from natural grade to the top of the wall at any point along the wall, and shall be constructed of limestone aggregate split-face block with natural limestone cap, or such other rock as the Master Architectural Control Committee approves. The actual location, design, color and materials for all retaining walls shall be subject to the Master Architectural Control Committee's approval.

(q) Foundations for Units located on the Property shall be located within building envelopes established by the Site Plan and/or the Condominium Regime and designed so as to assure that the differential in elevation for foundations between any two adjoining Units shall not exceed four feet (4') in height, unless a greater height differential is approved by Declarant.

2.03. Sight Distance at Intersection. Site distances at intersections required by any applicable governmental authority shall be complied with.

2.04. Development Plan, Plat, Condominium Regime and Site Plan. In addition to all other applicable requirements, the Property shall be developed in accordance with the Development Plan attached as Exhibit "2.04". As a condition to development of the Property, a Plat, Site Plan, and Condominium Regime

shall be prepared, processed and filed in accordance with applicable governmental regulations. The Site Plan, Plat and Condominium Regime must comply and be consistent with the Development Plan, the requirements of this Declaration and all other applicable restrictions, and all applicable governmental regulations. Prior to applying for, filing, executing, or otherwise processing the Plat, Site Plan, and Condominium Regime, the Declarant must submit the same to Declarant for its review and approval, which shall not be unreasonably withheld or delayed, provided such Plat, Site Plan, or Condominium Regime complies with the requirements of this Declaration. Any alterations or modifications to the Plat, Site Plan, or Condominium Regime must be submitted to and approved by Declarant. All development criteria reflected on the Development Plan, the Plat, the Site Plan and the Condominium Regime, including, without limitation, the location, alignment, elevations, and dimensions of interior roadways and drives; the location and elevation of Unit driveways and other flatwork; the location, design and materials used in constructing retaining walls and fencing; areas of excavation and clearing; access to Barton Creek Blvd.; setbacks; and all other construction and development notes shall be strictly complied with in development of the Property.

2.05. Antennae and Solar Systems. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy system ("Solar System"), shall be erected, maintained or placed on a Lot without the prior written approval of the Master Architectural Control Committee; provide, however, that one (1) satellite dish or other similar instrument with a diameter of one (1) meter or less may be affixed to each Unit. Prior to the erection of any Antennae (unless otherwise permitted by this Section 2.05) or Solar System, plans and specifications and a proposal for screening shall be presented to and expressly approved by the Master Architectural Control Committee, which approval may be denied for any reason whatsoever. The Master Architectural Control Committee shall have the authority to adopt rules and regulations otherwise in compliance with rules adopted by the Federal Communications Commission for the erection, use, screening, or placement of antennas and satellite dishes which are one (1) meter or less in diameter.

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

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

2.08. Intentionally Omitted.

2.09. Signs. All signs located on the Property, including but not limited to signs identifying the Property or advertising the Units for sale, shall be approved in advance by Declarant.

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

2.11. Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Without limiting the generality

of the foregoing, if any noise or nuisance emanates from any Improvement, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

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

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

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

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

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

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

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

2.19. Unightly Articles; Vehicles. No article deemed to be unsightly by the Master Architectural Control Committee shall be permitted to remain on 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 larger than a 3/4 ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from adjacent property. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from adjacent property.

2.20. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any portion of the Property. The keeping of ordinary household pets not to exceed two (2) per Unit is allowed, and the pups, kittens, or offspring of any such permitted household pets may be kept for a period not in excess of eight weeks; provided, however, that no breeding, raising, or boarding

of such pets for commercial purposes is permitted on such sites. No poultry, livestock or exotic animal may be kept on the Property. All pets shall be kept on the Property and shall not be allowed to roam loose.

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

2.22. Owner's Responsibility for Maintenance. The Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon the Property. The Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on the Property, except by written consent of the Master Architectural Control Committee. The Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within each Unit located on the Property. In the event the Owner fails to maintain the Improvements located on the Property as provided herein in a manner that the Master Architectural Control Committee deems necessary to preserve the appearance and value of the Property, the Master Architectural Control Committee may notify the Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event the Owner fails to complete such work or maintenance within said period, the Master Architectural Control Committee shall so notify the Board, and the Board may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association, for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Property. Any such amounts added to the Assessments chargeable against the Property shall be secured by the liens reserved in the Master Declaration for Assessments and may be collected by any means provided in the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Property. The Owner shall indemnify and hold harmless the Association, their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 2.22 (including any cost, fees, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

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

wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

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

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

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

2.27. No Tennis Courts. The design, construction materials, and location of any tennis court to be constructed on the Property shall be approved in writing by the Master Architectural Control Committee.

2.28. Water Quality Zone. Pursuant to Section 26.179, Subchapter E, Chapter 26 of the Texas Water Code, FMP filed that certain Designation of Water Quality Protection Zone, dated August 7, 1995, of record in Volume 12495, Page 20 of the Real Property Records of Travis County, Texas (the "Water Quality Zone"), which created a water quality zone for the entire Barton Creek Project, including the Property. The Water Quality Zone has been approved by the Texas Natural Resources Conservation Commission (the "TNRCC"). Owner shall strictly comply with the requirements of the Water Quality Protection Zone that are applicable to the Property. Owner's use, development, and maintenance of the Property, and all other activities on the Property shall strictly comply with all applicable requirements of the Water Quality Zone. Owner shall also comply with all future amendments or modifications to the Water Quality Zone which are made to comply with regulations or other requirements imposed by the TNRCC and/or any applicable governmental agency that pertain to Owner's use of the Property. In connection with its development, use, maintenance, or any other activity on the Property, Owner shall not take any action which will adversely affect or jeopardize the existence, status, good standing, or validity of the Water Quality Zone.

2.29. Condominium Regime. The Owner shall be entitled to impress a condominium regime upon the Property. In the event the Owner elects to impose a condominium regime on the Property, the Declarant shall agree to amend this Declaration to the extent necessary to accommodate any administrative requirements of the condominium regime; provided, however, that no substantive changes to the covenants, conditions and restrictions of this Declaration shall be made unless expressly approved by the Declarant.

ARTICLE III

INSURANCE AND CONDEMNATION

3.01. Insurance. Owner shall be required to maintain insurance on the Improvements located upon the Property, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association shall not be required to maintain insurance on the Improvements

constructed upon the Property. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of Owner to obtain additional individual insurance.

3.02. Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Property. Any such amounts added to the Assessments chargeable against the Property shall be secured by the liens reserved in the Master Declaration for Assessments and may be collected by any means provided in the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Property. Owner shall indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 3.02, except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

3.03. Mechanic's and Materialmen's Lien. The Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the Association's rights under this Article III, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, the Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association. The creation of any lien pursuant to this Section 3.03 shall be subordinate to tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Property, provided such mortgage was recorded in the Real Property Records of Travis County, Texas before any lien authorized by this Section 3.03 is filed.

ARTICLE IV

ARCHITECTURAL GUIDELINES

4.01. Compliance with Architectural Guidelines. The Master Architectural Control Committee shall have the authority to adopt Architectural Guidelines, which shall comprise procedural and substantive rules and construction materials and design guidelines which shall supplement this Declaration, as the Master Architectural Control Committee may deem necessary or appropriate for the performance of its duties hereunder, including without limitation, design criteria, construction material requirements and specifications, rules and guidelines establishing and describing its review procedures, the principles and criteria used in its

review, and any requirements relating to the issuance of certificates of compliance or completion. The Master Architectural Control Committee may amend, modify, supplement or restate the Architectural Guidelines from time to time as it deems advisable. In addition, the Master Architectural Control Committee shall have the power and authority to impose such reasonable charges for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Master Architectural Control Committee and used to defray the administrative expenses incurred by the Master Architectural Control Committee in performing its duties hereunder; provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Association at the end of each calendar year. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property shall strictly comply with the requirements of the Architectural Guidelines, unless a variance is obtained pursuant to Section 4.02.

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

ARTICLE V

COVENANT FOR ASSESSMENTS

5.01. Assessments. Each Owner of any Unit, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Association: (i) Assessments or charges (as specified in Section 5.03 and 5.03-A hereof); (ii) Special Assessments (as specified in Section 5.04 hereof); and (iii) late charges (as specified in Section 5.06 hereof). All of such Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments provided for under this Article V shall be in addition to the assessments levied pursuant to the Master Declaration.

5.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Property or any part thereof, including, without limitation, the maintenance of any private roadways which provide ingress and egress within, to, or from the Property, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws.

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

5.04. Special Assessments. In addition to the Assessments authorized by Section 5.03 hereof, the Association may, by vote of its Members as set out in Section 5.04A hereof, levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located upon any of the Association Property, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefitting the Association.

5.04A. Vote Required for Special Assessment. Special Assessments levied against the Owner(s) of a particular Unit to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative Special Assessments. Special Assessments to be levied against all Owners as authorized by Section 5.04 hereof must be approved by a majority of the Unit Owners, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

5.05. Due Date of Assessments. The first Assessment shall become due and payable on each Unit in accordance with the periodic payment schedule established by the Board in accordance with Section 5.03. The due date of any Special Assessment hereunder shall be fixed in the resolution authorizing such Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such Special Assessment. Payments shall be considered delinquent if not paid within five (5) days after their due date.

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

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

5.08. Assessment Lien and Foreclosure. All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Assessment lien and shall constitute a charge on or against the Unit covered by such Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Unit when sold to an Owner. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Unit, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvement of the Unit in question, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. Each Owner, by accepting a deed to a Unit subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting Owner's Unit by the Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, Robert

D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under the Association Restrictions, including the rights of the Association to institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Unit, the Association shall report to said Mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Unit; except, however, that in the event of foreclosure of any first-lien Mortgage, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Unit Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association.

ARTICLE VI

MORTGAGE PROTECTION

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

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

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

ARTICLE VII

GENERAL PROVISIONS

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

7.02. Amendment. This Declaration may be amended or terminated by the recording in the Real Property Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) the President and Secretary of the Association certifying that such amendment has been approved by either (a) the Declarant, or (b) seventy percent (70%) of all Unit Owners and the Declarant.

7.03. Roadway, Utility and General Fence Easements. Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, constructed, erected, and maintained in and on any streets maintained by the Association or areas conveyed to the Association, roadways, sewer lines, water lines, cable television and other communication lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground and fences common to the entire Property, with the right of access to the same at any time for the purposes of repair and maintenance.

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

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

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

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

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

7.09. Enforcement and Non-Waiver.

- (a) Except as otherwise provided herein, any Owner of a Unit, at such Owner's own expense, Declarant, and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Unit (at such Owner's own expense), Declarant, or the Association.

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

FIELD NOTES

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

BEGINNING at a 5/8 inch iron rod found on the north right-of-way (R.O.W.) line of Barton Creek Boulevard, an 80.00 foot wide R.O.W. dedicated by plat recorded in Volume 85, Pages 119B-120A of the Plat Records of said County, for a point of curvature and the southeast corner of WCID No. 19 Water Treatment Plant, Phase 1, a subdivision whose plat is recorded in Volume 91, Pages 18 and 19 of the said Plat Records;

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

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

6. a distance of 39.13 feet along the arc of a curve to the right whose radius is 183.92 feet, central angle is $12^{\circ}11'24''$ and whose chord bears $N 17^{\circ}05'09'' W$, 39.06 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
7. $N 10^{\circ}59'27'' W$, 45.60 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
8. $N 22^{\circ}44'57'' E$, 197.42 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
9. $N 67^{\circ}15'03'' W$, 169.43 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found,
10. $S 49^{\circ}56'22'' W$, 60.30 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found, and
11. $S 85^{\circ}46'50'' W$, 64.59 feet to a 5/8 inch iron rod with plastic cap marked "L/JA INC RPLS 4532" found on the east R.O.W. line of Chalk Knoll Lane, a variable width R.O.W. to be dedicated by plat of Barton Creek ABC Midsection, a proposed subdivision of said Parcel A;

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

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

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

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

3. a distance of 203.40 feet along the arc of a curve to the left whose radius is 205.00 feet, central angle is $55^{\circ}50'55''$ and whose chord bears $N 73^{\circ}05'54'' E$, 195.16 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of reverse curvature,
4. a distance of 22.47 feet along the arc of a curve to the right whose radius is 25.00 feet, central angle is $51^{\circ}30'30''$ and whose chord bears $N 76^{\circ}25'41'' E$, 21.73 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of reverse curvature,
5. a distance of 99.81 feet along the arc of a curve to the left whose radius is 60.00 feet, central angle is $95^{\circ}13'30''$ and whose chord bears $N 54^{\circ}31'41'' E$, 88.69 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
6. $S 41^{\circ}09'25'' E$, 245.84 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found,
7. $N 48^{\circ}48'52'' E$, 467.26 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found, and
8. $N 05^{\circ}30'21'' E$, 309.50 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a southwest corner of that certain 60.613 acres conveyed to John S. Lloyd by deed recorded in Volume 12721, Page 869 of the said Real Property Records;

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

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

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

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

2. S 15°40'34" E, 293.57 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for a point of curvature,
3. a distance of 471.73 feet along the arc of a curve to the right whose radius is 460.00 feet, central angle is 53°45'22" and whose chord bears S 13°44'44" W, 451.33 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" found for the point of tangency,
4. S 43°07'25" W, 314.66 feet to a PK nail with plastic cap marked "RUST E&I RPLS 4532" set for a point of curvature,
5. a distance of 306.21 feet along the arc of a curve to the right whose radius is 460.00 feet, central angle is 38°08'24" and whose chord bears S 62°11'37" W, 300.59 feet to a PK nail with plastic cap marked "RUST E&I RPLS 4532" set for the point of tangency, and
6. S 81°15'49" W, 364.10 feet to the POINT OF BEGINNING containing 31.394 acres of land, more or less.

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

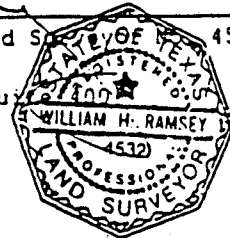
COUNTY OF TRAVIS:

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

WITNESS MY HAND AND SEAL AT AUSTIN, Travis County, Texas, this the 12th day of March, 1958 A.D.

William H. Ramsey

Registered Professional Land Surveyor 4532
Rust Lichliter/Jameson
811 Barton Springs Road, Suite 200
Austin, Texas 78704-1164



12942 J

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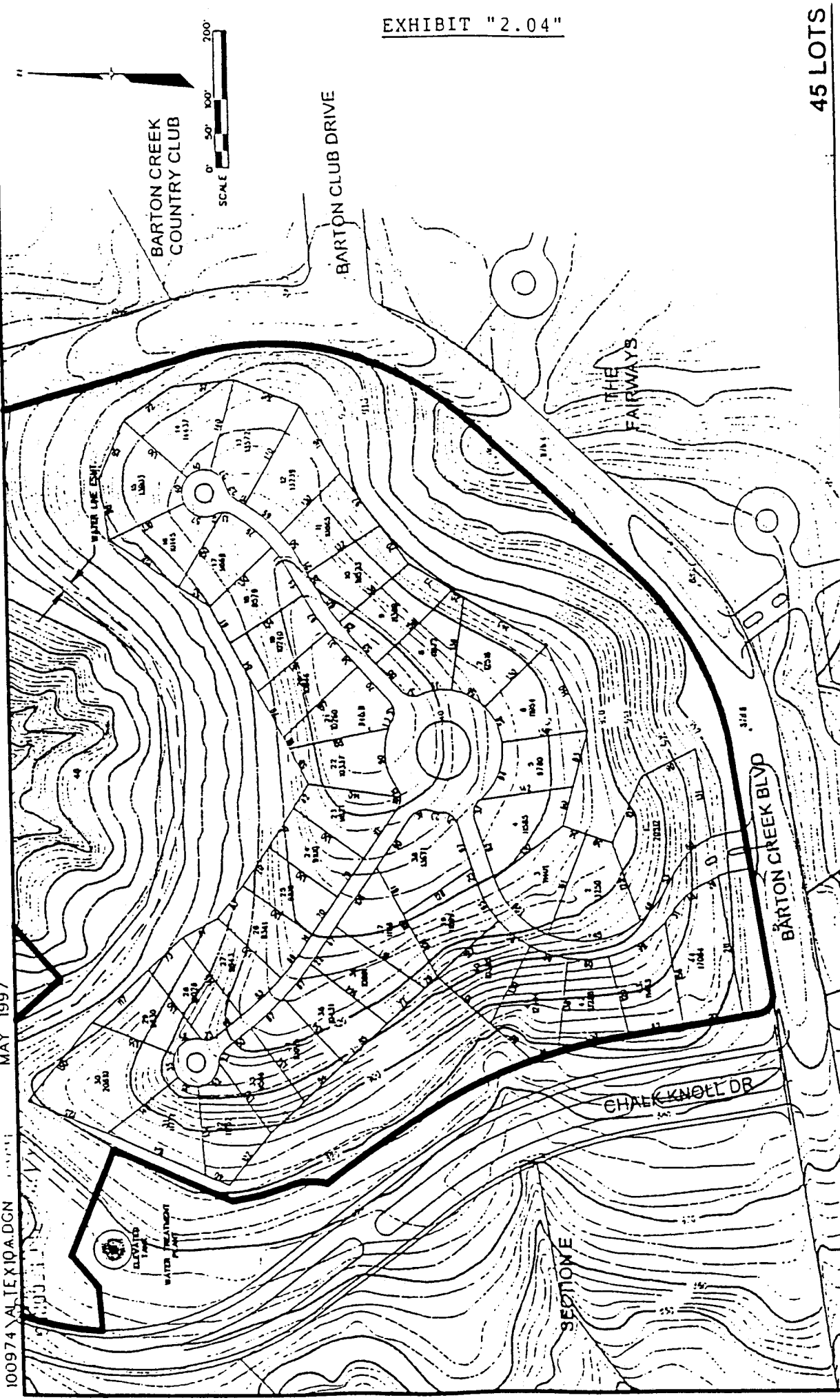


EXHIBIT "2.04"

45 LOTS

GOVERNOR'S HILL ALTERNATIVE 10



Rust Environment & Infrastructure Inc.

THE WOODS II

FILED

97 MAY 27 PM 3:31

BARBARA DECAUVOIR
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
names RECORDS of Travis County, Texas on

MAY 27 1997



Barbara DeCauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12942 0695

RECEIPT#: 800074663 TRANS#: 52345 DEPT: REGULAR RECORDS 643.00
CASHIER: KATHLE FILE DATE: 5/27/97 TRANS DATE: 5/29/97
PAID BY: LEGAL/EA51 5005732161800163

**GOVERNOR'S HILL
CONDOMINIUM ASSOCIATION, INC.**

**Amendments to Declaration of Covenants, Conditions and
Restrictions**

11
JK

FIRST AMENDMENT TO DEVELOPMENT AREA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARTON CREEK GOVERNOR'S HILL

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

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

RECITALS:

A. Declarant, recorded that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek Governor's Hill recorded in Volume 12942, Page 675 et seq., of the Real Property Records of Travis County, Texas (the "Declaration") which relates to certain real property (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek North Rim, dated May 23, 1997, recorded in Volume 12942, Page 668, et seq., of the Real Property Records of Travis County, Texas, the Property is subject to the Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11324, Page 707 of the Real Property Records of Travis County, Texas (the "Master Declaration").

C. LS Development, Ltd., a Texas limited partnership (the "Developer") intends to impress the Property with a condominium regime and has requested Declarant, in accordance with Section 2.29 of the Declaration, as agreed to amend the Declaration to accommodate the administrative requirements of the condominium regime.

D. Pursuant to Section 7.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Travis County, Texas an instrument executed and acknowledged by the Declarant, acting alone.

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

1. Article I, Section 1.01. The defined terms "Assessment" or "Assessments" are deleted in their entirety and the following definition is substituted in its place:

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

2. Article II, Section 2.01 is hereby deleted in its entirety and the following is substituted in its place:

Pursuant to Section 4.01 below, the Master Architectural Control Committee may adopt Architectural Guidelines applicable to the Property and all Improvements constructed on the Property shall strictly comply with those Architectural Guidelines.

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

The location of all buildings and Improvements shall comply with the minimum setbacks established by the Plat, the Site Plan, the Development Plan, the Condominium Regime, and this Declaration. In addition to any minimum setbacks established by the preceding sentence, the sideyard setback for each Unit shall be a minimum of two feet (2'), measured from the side boundary line of the Limited Common Element to the Unit; provided, however that the total side yard setbacks for each Unit shall in no event be less than fifteen feet (15'). Notwithstanding the foregoing provision, in no event shall any two adjoining Units be closer than fifteen feet (15') at any point. In addition, (i) front setbacks shall be no less than twenty feet (20'), measured from the street to the Unit; and (ii) rear setbacks shall be no less than fifteen feet (15'), measured from the rear boundary line of the Limited Common Element to the Unit, except for Units 1 through 15, inclusive, which shall require a rear setback of no less than twenty-five feet (25').

4. Article IV, Section 4.02 is hereby deleted in its entirety and the following is substituted in its place:

The Master Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration or the Architectural Guidelines or when, in the opinion of the Master Architectural Control Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Property, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Master Architectural Control Committee. Plans and specifications which have been approved by the Master Architectural Control Committee without conditions or exception and which reflect deviations from this Declaration shall constitute a writing for the purpose of the foregoing sentence. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Architectural Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this or Architectural Guidelines for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

5. Article V, Sections 5.01 through 5.08 are hereby deleted in their entirety.

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

2111

FILM CODE
00005819132

AMENDMENT TO DECLARATION OF
CONDOMINIUM REGIME FOR
GOVERNOR'S HILL CONDOMINIUMS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment to Declaration of Condominium Regime for Governor's Hill Condominiums (the "Amendment") is made by LS DEVELOPMENT, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Declarant was the original Declarant pursuant to that certain Declaration of Condominium Regime for Governor's Hill Condominium, recorded in Volume 13161, Page 134, Real Property Records of Travis County, Texas (the "Declaration"), which encumbers certain real property located in Travis County, Texas, as more particularly described in the Declaration (the "Property").

B. Section 8.1 of the Declaration provides that the Declaration may be amended by the Declarant, acting alone, at any time prior to the sale of a Unit to an Owner other than Declarant.

C. As of the effective date hereof, no Unit in the Regime has been sold to any Owner other than Declarant.

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

1. Amendment of Exhibit "A". Exhibit "A" of the Declaration is hereby amended by substituting and replacing Exhibit "A" attached hereto and incorporated herein in place of Exhibit "A" to the Declaration

2. Amendment to Exhibit "A1". Exhibit "A1" of the Declaration is hereby amended to redefine the Limited Common Elements for Units 32 and 33 by substituting and replacing pages 1, 13, 14 and 15 of Exhibit "A1" which substituted pages are attached hereto and incorporated herein for all purposes.

3. Amendment to Exhibit "A2". Exhibit "A2" of the Declaration is hereby amended to redefine the Limited Common Elements for Units 32 and 33 by substituting and replacing pages 1, 13, 14 and 15 of Exhibit "A2" which substituted pages are attached hereto and incorporated herein for all purposes.

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13296 2388

EXECUTED to be effective as of the 20 day of October, 1998.

DECLARANT:

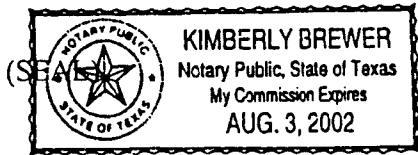
LS DEVELOPMENT, LTD., a Texas limited partnership

BY: LS Development Management, Inc., a Texas corporation, its General Partner

By: [Signature]
John S. Lloyd, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of October, 1998, by John S. Lloyd, President of LS Development Management, Inc., a Texas corporation, general partner of LS Development, Ltd., a Texas limited partnership, on behalf of said corporation and said limited partnership.



[Signature]
Notary Public Signature

AFTER RECORDING, RETURN TO:

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

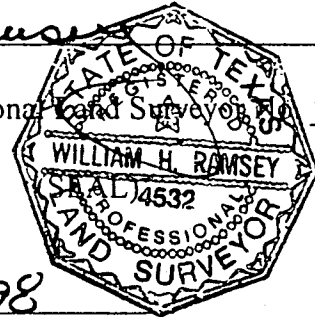
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13296 2389

EXHIBIT "A"

The plat and plan attached to the Declaration as Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3", as amended, contains the information required by Section 82.059 of the Texas Uniform Condominium Act.

William H. Ramsey

Bill Ramsey
Registered Professional Land Surveyor



4532

Date: 10-14-98

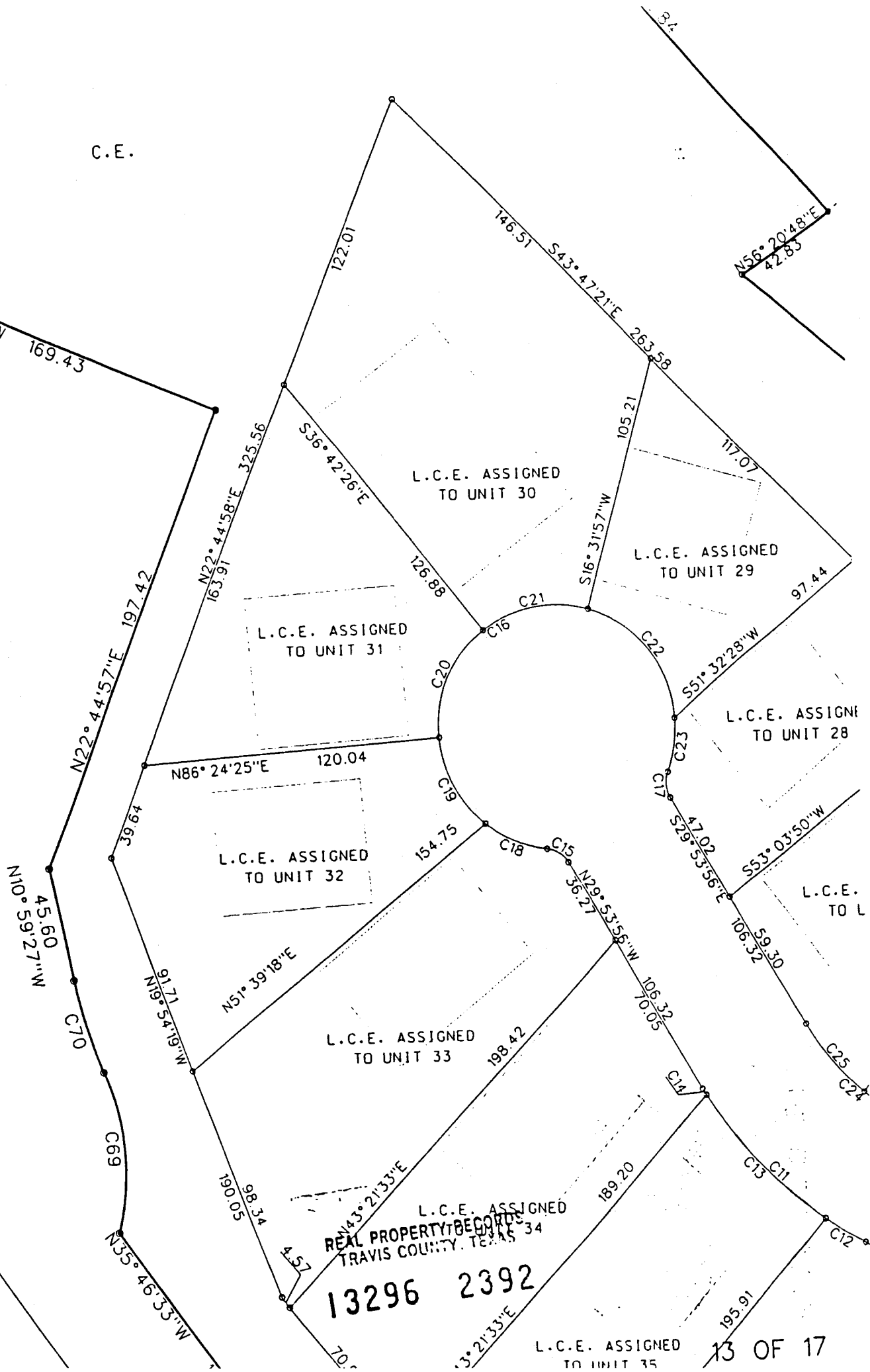
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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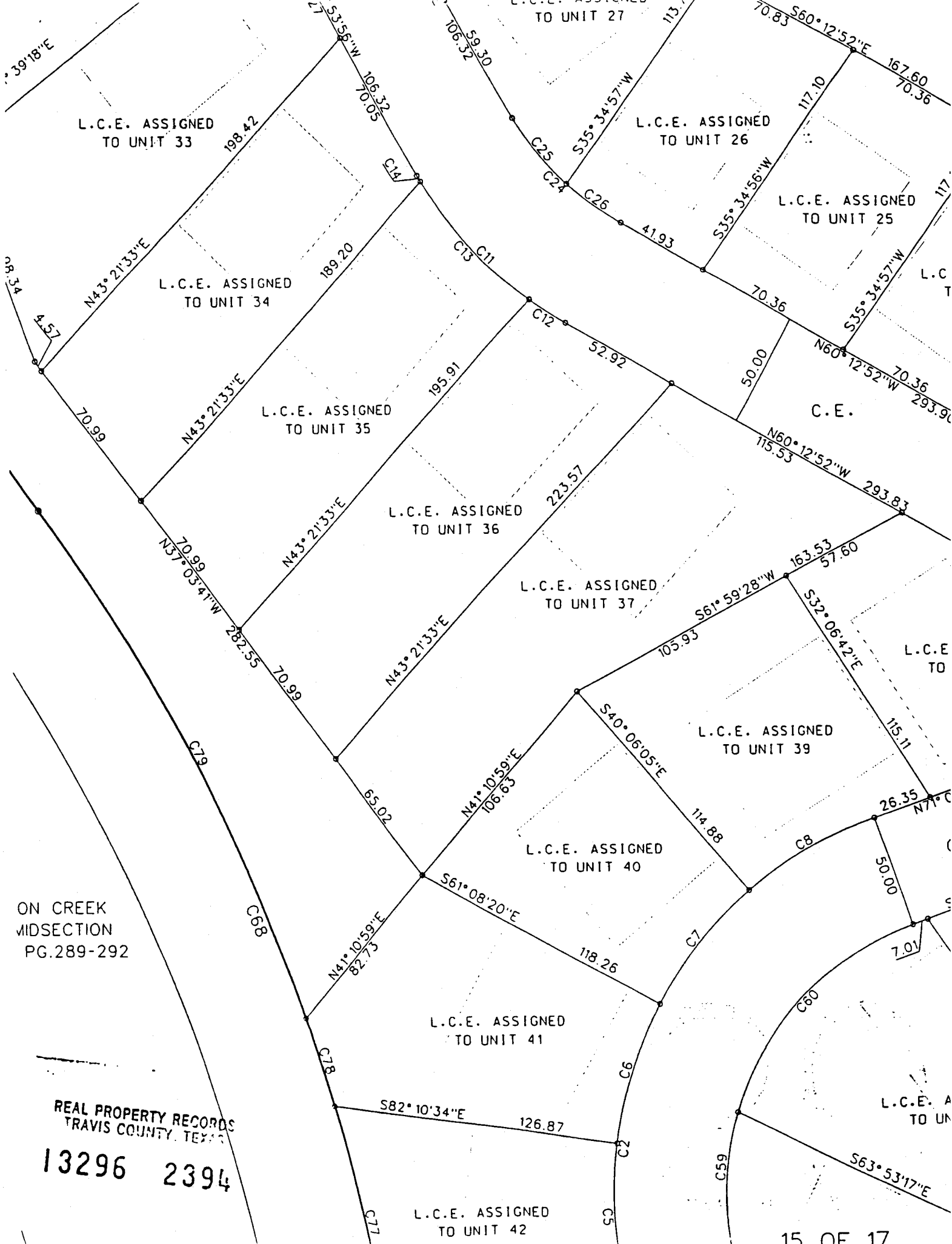


REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13296 2392

L.C.E. ASSIGNED TO UNIT 35

13 OF 17



39°18'E

L.C.E. ASSIGNED TO UNIT 33

L.C.E. ASSIGNED TO UNIT 34

L.C.E. ASSIGNED TO UNIT 35

L.C.E. ASSIGNED TO UNIT 36

L.C.E. ASSIGNED TO UNIT 37

L.C.E. ASSIGNED TO UNIT 39

L.C.E. ASSIGNED TO UNIT 40

L.C.E. ASSIGNED TO UNIT 41

L.C.E. ASSIGNED TO UNIT 42

L.C.E. ASSIGNED TO UNIT 26

L.C.E. ASSIGNED TO UNIT 25

L.C.E. A TO UN

ON CREEK MIDSECTION PG.289-292

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

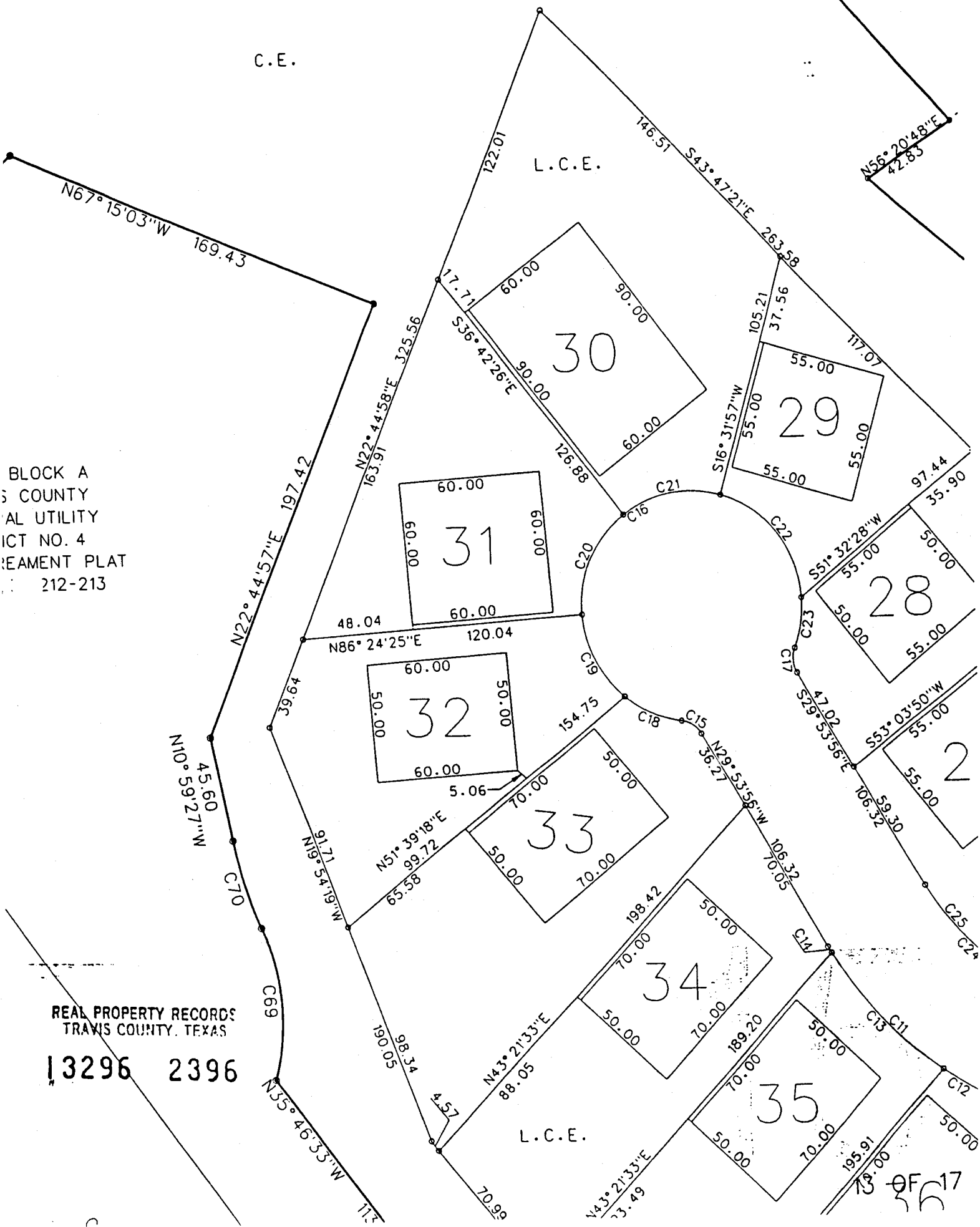
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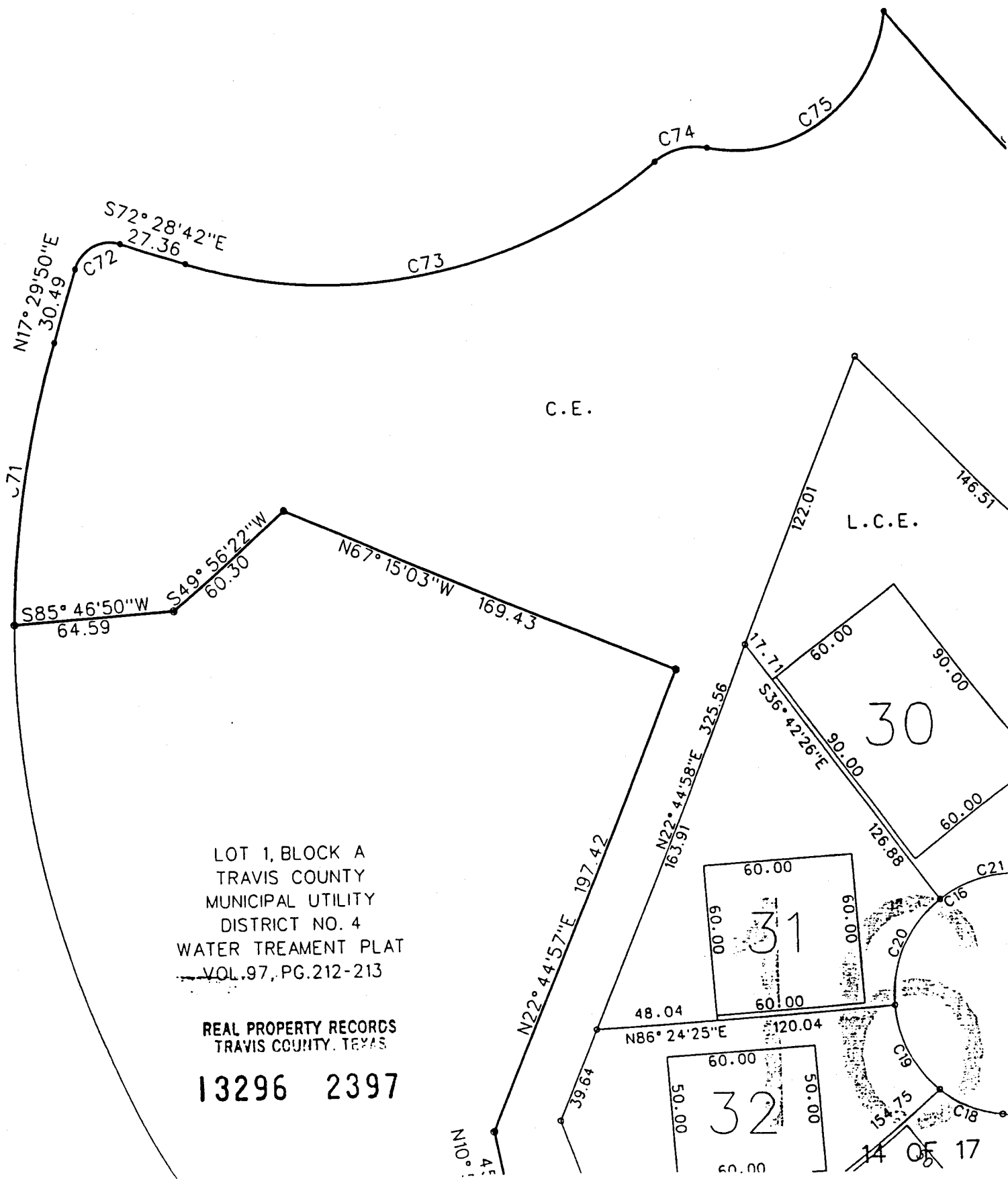
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EAMENT PLAT
212-213



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13296 2396

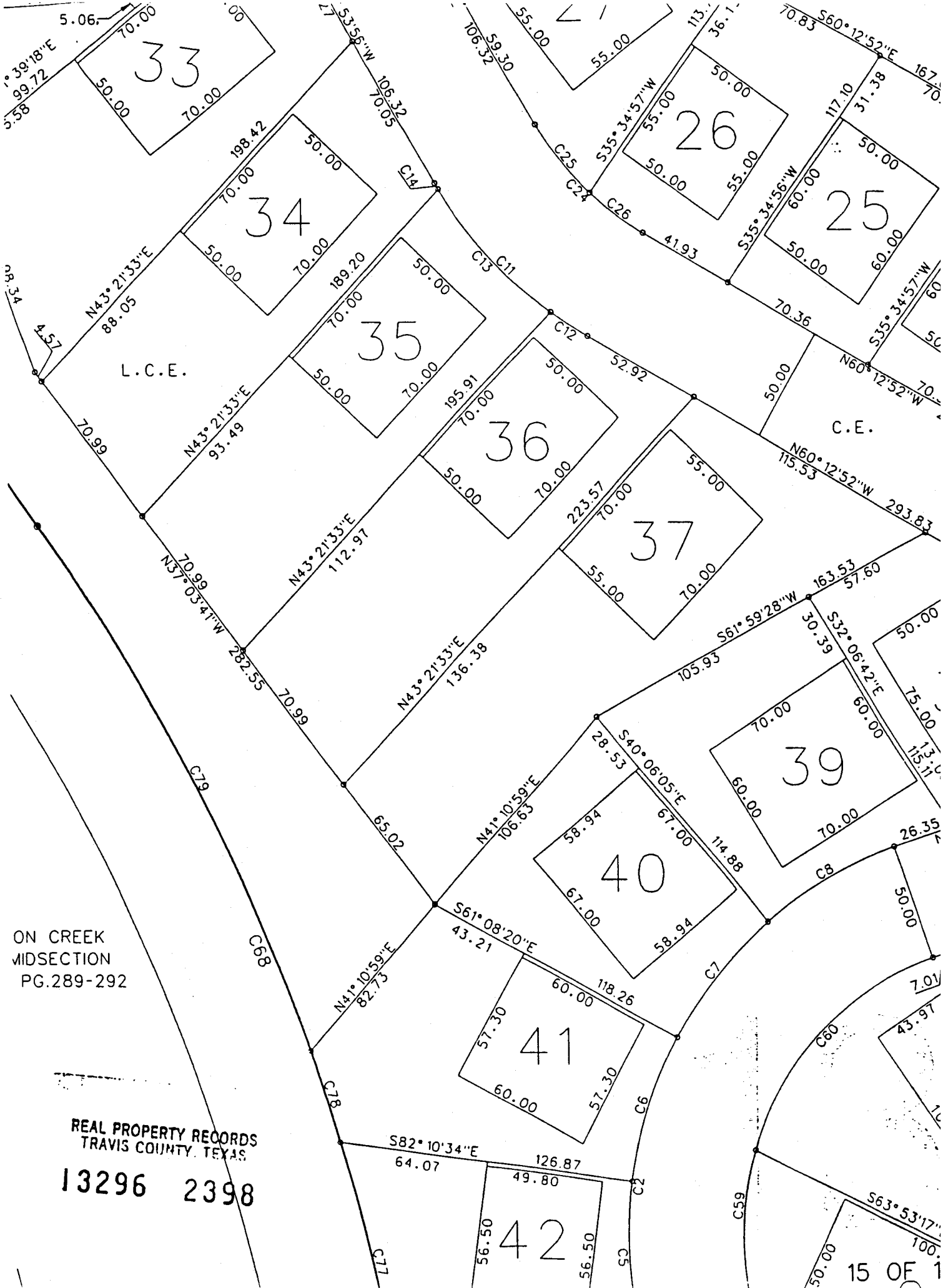
13 OF 17
36



LOT 1, BLOCK A
 TRAVIS COUNTY
 MUNICIPAL UTILITY
 DISTRICT NO. 4
 WATER TREATMENT PLAT
 VOL.97, PG.212-213

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

13296 2397



ON CREEK
MIDSECTION
PG.289-292

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13296 2398

FILED

98 OCT 23 AM 11:30

**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

AFTER RECORDING, RETURN TO:

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

RECORDERS MEMORANDUM-At the time of recordation 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 hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

OCT 23 1998



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13296 2399

RECEIPT#: B00127162 TRANS#: B6632 DEPT: REGULAR RECORD \$31.00
CASHIER: KHFR1 FILE DATE: 10/23/98 TRANS DATE: 10/23/98
PAID BY: CHECK# 16262

DECLARATION OF CONDOMINIUM REGIME FOR
GOVERNOR'S HILL CONDOMINIUMS

FILM CODE

00005714003

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

LS DEVELOPMENT, LTD., a Texas limited partnership ("Declarant") is the owner of Lot 1, GOVERNOR'S HILL AT BARTON CREEK, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 100, Pages 28-30, Real Property Records of Travis County, Texas (the "Land"), together with all improvements thereon and all easements, rights and appurtenances thereto. The Land and Improvements are hereby made subject to a condominium regime in accordance with the provisions of Chapter 82 of the Texas Property Code (the "Uniform Act") and the provisions of this Declaration of Condominium Regime for Governor's Hill Condominiums (the "Declaration").

BASIC PROVISIONS

- A. (i) NAME OF CONDOMINIUM: Governor's Hill Condominiums
- (ii) NAME OF ASSOCIATION: Governor's Hill Condominium Association, Inc., a Texas non-profit corporation
- B. COUNTY IN WHICH CONDOMINIUM IS LOCATED: Travis
- C. DESCRIPTION OF UNIT BOUNDARIES AND IDENTIFYING NUMBER:
See Section 1.24, and Exhibit "A".
- D. MAXIMUM NUMBER OF UNITS DECLARANT MAY CREATE: Forty-four (44).
- E. REAL PROPERTY WHICH MAY BE LATER ALLOCATED AS A LIMITED COMMON ELEMENTS: The Board (and the Declarant pursuant to Section L.(i)(e) below), may, from time to time, designate portions of the Common Elements as Limited Common Elements; may designate portions of the Common Elements for use by non-owners for specified periods of time, or may limit the use of Common Elements to those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board.
- F. INTEREST IN COMMON ELEMENTS ALLOCATED TO EACH UNIT:

<u>Unit Designated by Identifying No.</u>	<u>Allocation of Interest In Common Areas</u>
1	2.2727%
2	2.2727%
3	2.2727%
4	2.2727%
5	2.2727%
6	2.2727%
7	2.2727%
8	2.2727%

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

9	2.2727%
10	2.2727%
11	2.2727%
12	2.2727%
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41	2.2727%
42	2.2727%
43	2.2727%
44	2.2727%

- G. RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION OF UNITS: The regime is a residential condominium. Restrictions on use, occupancy and alienation of units are set forth in Article Five of the Declaration and the Master Plan Documents.
- H. DESCRIPTION OF AND RECORDING DATA FOR RECORDED EASEMENTS, AND LICENSES APPURTENANT TO OR INCLUDED IN THE CONDOMINIUM OR TO WHICH ANY PORTION OF THE CONDOMINIUM IS OR MAY BECOME SUBJECT BY RESERVATION IN THIS DECLARATION: See Exhibit "A-3" attached hereto and incorporated herein for all purposes.
- I. METHODS FOR AMENDING THE DECLARATION: See Article Eight of the Declaration, and Uniform Act §82.061 and §82.062.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

- J. PLAT AND PLAN: See: (i) Lot 1, GOVERNOR'S HILL AT BARTON CREEK, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded in Volume 100, Pages 28-30, Real Property Records of Travis County, Texas; (ii) Exhibit "A-1", which identifies certain Limited Common Elements and General Common Elements; and (iii) Exhibit "A-2", which identifies each Unit (subject to alteration pursuant to Section 1.24).
- K. ASSOCIATION'S OBLIGATIONS TO REBUILD OR REPAIR FOLLOWING A CASUALTY OR OTHER DISPOSITION OF CASUALTY INSURANCE PROCEEDS: See Article Seven of the Declaration and §82.111 of the Uniform Act.
- L. (i) SPECIAL RIGHTS RESERVED BY DECLARANT:
- (a) Signs. Declarant reserves the right to erect signs on the General Common Elements or on any Limited Common Elements or Units, provided such Limited Common Elements or Units are owned by the Declarant, and further provided that such signs are part of Declarant's overall marketing plan for the Property.
 - (b) Amendments. See Section 8.1 of the Declaration.
 - (c) Sales Office/Model Units. See Section 5.4 of the Declaration regarding use of a unit as a sales, leasing, or management office and use of up to four units as model sales units.
 - (d) Officer and Director Appointment and Removal Powers. Declarant reserves the right to appoint and remove, at any time and from time to time, with or without cause, the officers and directors of the Association. Notwithstanding any provision in this subsection (d) to the contrary, not later than the one hundred twentieth (120th) day after conveyance of fifty percent (50%) of the Units to Owners other than Declarant, one-third (1/3) of the members of the Board shall be elected by Unit Owners other than Declarant.
 - (e) Reallocation of Common Elements and Limited Common Elements. The Declarant may reallocate Common Elements as Limited Common Element areas pursuant to the provisions of §82.058 of the Uniform Act: (i) by instrument recorded in the Real Property Records of Travis County, Texas; (ii) in the deed pertaining to the Unit to which the Limited Common Element is appurtenant; or (iii) by amendment to this Declaration recorded in the Real Property Records of Travis County, Texas. Subsequent to the Declarant control period set forth in (iii) below, the right of reallocation pursuant to this Section L.(i)(e) shall automatically transfer to the Board.
 - (f) Use of Easements and Rights of Entry. See Section 6.3 of the Declaration.
 - (g) Plans Assigned to Each Unit. Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (g), reserves the right to assign a vertical description to a Unit, and change, modify or amend such vertical description so long as Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (g), is the owner of the Unit to which such description relates. Any change, modification, or amendment to a vertical description may affect the size, appearance, and/or mechanical, structural, and other components of the Building to which such vertical description relates. Declarant shall file a vertical description for each Unit in accordance with the provisions of Section 1.24.

- (h) Completion of Improvements Indicated on Plat and Plan. Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (h), reserves the right to complete all Buildings to be constructed upon each Unit and assign a vertical description to such Unit in accordance therewith (as revised, modified or amended pursuant to L(i)(g) or any other applicable term or provision of this Declaration), and to complete all improvements shown on Exhibit "A", which rights shall continue until such time as Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (h), no longer owns any Units in the Regime.
- (ii) TRANSFER OF SPECIAL DECLARANT RIGHTS. The rights reserved to Declarant under this Declaration may be transferred only as provided in §82.104 of the Uniform Act.
- (iii) TIME LIMITS BY WHICH DECLARANT MUST EXERCISE RIGHTS. Unless sooner terminated by instrument executed by Declarant and recorded in the Real Property Records of Travis County, Texas, all rights reserved by the Declarant under this Declaration, other than the rights granted Declarant pursuant to Basic Provisions L(i)(a), (c), (g), and (h), shall terminate one hundred twenty (120) days after seventy-five percent (75%) of the Units have been conveyed to owners other than the Declarant. The rights granted to Declarant pursuant to Basic Provisions L(i)(a), (c), (g), and (h) shall terminate at such time as Declarant, or any assignee of Declarant to such rights, no longer owns any Units within the Regime.

ARTICLE I DEFINITIONS

- 1.1 "Association" shall mean the Governor's Hill Condominium Association, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "unit owners association" in the Uniform Act.
- 1.2 "Board" shall mean the Board of Directors of the Association.
- 1.3 "Building" shall mean a residential structure now existing or hereafter placed on the Land.
- 1.4 "By-Laws" shall mean the corporate bylaws of the Association.
- 1.5 "Common Elements" shall mean all portions of the Land other than the Units. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General Common Elements" or "Limited Common Elements" in the Uniform Act.
- 1.6 "Common Expense Liability" shall mean the liability for assessments levied on each unit for common expenses, including without limitation, management and operation of the Regime and for the repair, maintenance, insurance, and operation of the General Common Elements, including reserves for replacements or other expenses or liabilities.
- 1.7 "General Common Elements" shall mean and refer to those portions of the Land which are designated as "Common Element" on Exhibit "A" attached hereto.
- 1.8 "Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts.

swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

1.9 "Land" shall mean Lot 1, GOVERNOR'S HILL AT BARTON CREEK, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded in Volume 100, Pages 28-30, Real Property Records of Travis County, Texas.

1.10 "Limited Common Elements" shall mean and refer to those portions of the Land which are designated as "L.C.E. Assigned to Unit ____" on Exhibit "A" and such other portions of the Land and Improvements reserved for the exclusive use of one or more Owners to the exclusion of other Owners.

1.11 "Master Plan Documents" shall mean and refer to: (i) that one certain Master Declaration of Covenants, Conditions and Restrictions, recorded in Volume 11324, Page 707, Real Property Records of Travis County, Texas, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions, recorded in Volume 11706, Page 726, Real Property Records of Travis County, Texas, as amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions, dated January 20, 1994, recorded in Volume 12110, Page 1340, Real Property Records of Travis County, Texas, as further amended by that one certain Amendment to Master Declaration of Covenants, Conditions and Restrictions, dated February 26, 1997, recorded in Volume 12881, Page 1132, Real Property Records of Travis County, Texas, as affected by that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Barton Creek Governor's Hill, dated May 23, 1997, recorded in Volume 12942, Page 668, Real Property Records of Travis County, Texas; and (ii) that one certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek Governor's Hill, dated May 23, 1997, recorded in Volume 12942, Page 675, Real Property Records of Travis County, Texas, and that certain First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions Governor's Hill, recorded in the Real Property Records of Travis County, Texas.

1.12 "Master Architectural Control Committee" shall mean the Committee created pursuant to the Master Plan Documents to establish architectural guidelines, to review and approve plans for the construction of Improvements upon the Land, and to carry out its duties as set forth in the Master Plan Documents.

1.13 "Member" shall mean any person(s), entity or entities holding membership rights in the Association.

1.14 "Mortgage" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Land or Improvements given to secure the payment of a debt.

1.15 "Mortgagee" shall mean the holder or holders of any Mortgage.

1.16 "Owner" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest to a Unit, but shall not include a Mortgagee of a Mortgage.

1.17 "Percentage Interest" is synonymous with "Allocated Interest" as defined in the Uniform Act and shall mean the undivided interest in and to the General Common Elements and common expense

liability allocated to each Unit. The Percentage Interest associated with each Unit is reflected in Paragraph F of the Basic Provisions, above.

1.18 "Person" shall mean any individual, individuals, or any entities having the legal right to hold title to real property.

1.19 "Plat" shall mean the plat attached hereto as Exhibit "A" as well as the plat of Lot 1, GOVERNOR'S HILL AT BARTON CREEK, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded in Volume 100, Pages 28-30, Real Property Records of Travis County, Texas. All improvements shown on the Plat and Plan "MUST BE BUILT."

1.20 "Plan" shall mean the Plat and the dimensional drawings assigned to each Unit in accordance with Section 1.24, which further identifies or describes each Unit.

1.21 "Regime" shall mean the Land, Improvements, Units, General Common Elements and Limited Common Elements which comprise the condominium regime established by this Declaration.

1.22 "Replacement Reserve Fund" shall mean the reserve fund established pursuant to Section 4.2 for maintenance, repairs, and replacements to General Common Elements and other special purposes permitted by the provisions of this Declaration.

1.23 "Rules and Regulations" shall mean Governor's Hill Condominiums Rules adopted by the Association concerning the management and administration of the Regime for the use and enjoyment of the Owners. The Rules and Regulations may be amended from time to time by the Association (without amending this Declaration) pursuant to the procedures set forth in the By-Laws. The Rules and Regulations are in addition to and not in lieu of the restrictions and limitations imposed by the Master Plan Documents and all matters set forth on the plat of the Land recorded in Volume 100, Pages 28-30, Real Property Records of Travis County, Texas.

1.24 "Unit" shall mean the physical portion of each Building in the Regime designated for separate ownership or occupancy as a Unit. The boundaries of the Units shall be the exterior boundaries of each Building as actually constructed upon the Land within the building footprints shown on Exhibit "A", attached hereto and incorporated herein by reference. Upon substantial completion of each Unit, Declarant, or an assignee of Declarant's rights reserved pursuant to Section L (g) and (h) (but only to the extent those rights pertain to such Unit), shall record a Notice of Substantial Completion (the "Notice") in the Real Property Records of Travis County, Texas. The Notice shall specifically locate the Building and Unit within its associated building footprint shown on Exhibit "A", and such Notice, upon recordation in the Real Property Records of Travis County, Texas, shall automatically amend this Declaration for the purpose of defining the Building and Unit to which the Notice relates. The definition of "Unit" set forth in this Section 1.24 shall override the definition of "Unit" in Section 82.052 of the Uniform Act.

ARTICLE 2 DIVISION AND CONVEYANCE OF UNITS

2.1 Separate Estates. The Land and the Buildings, and the improvements located thereon and the easements, rights, and appurtenances thereto are hereby divided into condominium estates consisting of separate Units, together with the exclusive rights to use the Limited Common Elements appurtenant thereto, the non-exclusive right to use the General Common Elements, the Percentage Interest in and to the General Common Elements associated with and appurtenant to each Unit as set forth in Basic Provision F. The

General Common Elements shall be owned in common by the Owners of the Units, in proportion to their Percentage Interests. Each Owner of a Unit having or hereafter acquiring a Limited Common Element assigned only to such Unit on Exhibit "A", or on a subsequent amendment to the Declaration, shall be entitled to the exclusive ownership and possession of his Unit and exclusive use and possession of the Limited Common Elements appurtenant thereto. Each Unit Owner, during his or her period of ownership of a Unit shall have an unrestricted and perpetual right of ingress and egress to such Owner's Unit, which shall run with and be appurtenant to such Unit.

2.2 Description and Conveyance of Units. No Unit shall be conveyed to any other party unless the conveyance also includes the General Common Elements and Limited Common Elements appurtenant thereto. Any attempted conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of all or any portion of a Common Element, which does not include the Unit appurtenant thereto, shall be void. The description of a Unit in any deed, lease, Mortgage, deed of trust or other instrument shall include, at a minimum: (i) the name of the condominium; (ii) the recording data of this Declaration, including any amendments, plats, and plans; (iii) the county in which the condominium is located; and (iv) the identifying number of the Unit.

2.3 Percentage Interest. The Percentage Interests are assigned to each Unit according to a ratio expressed using 100 percentage points.

2.4 Subdivision of Units. Units may not be subdivided.

ARTICLE 3 THE ASSOCIATION

3.1 Organization. On or before the conveyance of any Units, the Declarant shall cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Membership. Any Person upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Unit which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Unit.

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

The Owner (including Declarant) of each Unit within the Property shall have the number of votes equivalent to the Allocation of Interest associated with such Unit as set forth in Paragraph F of the Basic Provisions.

3.4 Powers and Authority of the Association. The Association shall have the powers provided in §82.102 of the Uniform Act. 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 §82.102 of the Uniform Act or by this Declaration.

ARTICLE 4
FUNDS AND ASSESSMENTS

4.1 Assessments

- (A) The Association may from time to time levy regular assessments ("Assessments") against each Unit, but in any event, Assessments must be levied at least annually. The level of Assessments against each Unit shall be equivalent to the Percentage Interest attributable to such Unit multiplied by the total Assessments levied by the Board. Notwithstanding any provision in this Declaration to the contrary, the obligation and liability for Assessments levied by the Board will arise on the date that a Unit is conveyed by Declarant to a third party.
- (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.
- (C) Each unpaid Assessment and late charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Unit against which the Assessment fell due, and shall become a vendor's lien against each such Unit. The Association may enforce payment of such Assessments in accordance with the provisions of this Article and §82.113 of the Uniform Act.

4.2 Working Capital. At such time as a Unit is conveyed to an Owner other than the Declarant, the Owner of such Unit shall contribute an amount equivalent to two (2) months of the Assessments attributable to such Unit (the "Working Capital Contribution"). The Working Capital Contribution shall be deposited by the Association in a Replacement Reserve Fund for contingencies and appropriate replacement reserves associated with the General Common Elements. The Working Capital Contribution shall be in addition to any Assessment attributable to such Unit, and shall not be credited to any Assessments otherwise payable by the Owner of the Unit. All accumulated Working Capital Contributions received by Declarant shall be transferred to the Association at such time as control of the Association passes to the Owners other than Declarant. During the period in which the Declarant holds any portion of the Working Capital Contributions, Declarant shall not use any portion of the Working Capital Contribution to defray or offset expenses Declarant would otherwise be required to incur pursuant to §82.112 of the Uniform Act.

4.3 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all Assessments 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 authorized by this Declaration, as it may from time to time be amended.

4.4 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 Declaration, including but not limited to the cost of all General Common Element maintenance, the cost of enforcing the Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Board may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall

be due and payable to the Association at the beginning of the fiscal year or 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.

4.5 Special Assessments In addition to the regular annual Assessments provided for above, 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 Declaration. The amount of any special Assessments shall be at the reasonable discretion of the Board.

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

4.7 Owner's Personal Obligation for Payment of Assessments All Assessments provided for herein shall be the personal and individual debt of the Owner of the Unit covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Unit shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent (2%) per month), together with all costs and expenses of collection, including reasonable attorneys' fees.

4.8 Assessment Lien and Foreclosure All sums assessed in the manner provided in this Article 4, but unpaid shall, together with interest as provided in Section 4.7 hereof and the cost of collection, including attorneys' fees as therein provided, thereupon become a continuing lien and charge on the Unit covered by such Assessment, which shall bind such Unit in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Unit, except only for: (i) a lien for real property taxes and other governmental assessments or charges against the Unit unless otherwise provided by §32.05 of the Texas Tax Code; (ii) a lien or encumbrance recorded before the Declaration is recorded; or (iii) a first vendor's lien or first deed of trust lien recorded before the date on which the Assessment sought to be enforced becomes delinquent under the Declaration, Bylaws, or Rules and Regulations. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. NOTWITHSTANDING ANY PROVISION IN THIS SECTION 4.8 OR THE DECLARATION TO THE CONTRARY, THE ASSOCIATION SHALL NOT HAVE THE AUTHORITY TO FORECLOSE ON THE DEFAULTING OWNER'S UNIT FOR NON-PAYMENT OF ASSESSMENTS IF THE ASSESSMENTS CONSIST SOLELY OF FINES. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and

to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE 5 GENERAL RESTRICTIONS

Each Unit, and all Common Elements appurtenant thereto, shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

5.1 Approval for Construction, Alteration or Modification of Improvements. Each Improvement constructed upon the Land shall comply with the covenants, conditions and restrictions set forth in the Master Plan Documents and no Improvement may be constructed until the plans and specifications for such Improvement has been approved in advance by the Master Architectural Control Committee in accordance with the Master Plan Documents and any architectural guidelines adopted in accordance therewith.

5.2 General Restrictions. All Land shall be owned, held, encumbered, levied, used, occupied, and enjoyed subject to the limitations and restrictions set forth in the Master Plan Documents.

5.3 Maintenance of Limited Common Elements. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on the Limited Common Elements assigned to such Owner's Unit cultivated, pruned, free of trash, and other unsightly material. All improvements located upon the Limited Common Elements assigned to a Unit shall at all times be kept in good condition and repair. Declarant or the Board shall have the right, but not the obligation, at any reasonable time to enter upon any Limited Common elements to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary. Any and all costs and expenses incurred by the Declarant or the Board to remedy any Owner's violation of this Section 5.3 shall be charged against such Owner's Unit as a special Assessment in accordance with Section 4.5.

5.4 Declarant's Marketing Activities. Notwithstanding any provision in this Article 5 to the contrary, Declarant may utilize the Common Elements and Units owned by Declarant to facilitate Declarant's sales and marketing of the Units and the Regime. Declarant shall be entitled to maintain one (1) sales, management and leasing office within the Regime, which may be incorporated into an existing Unit. Declarant shall also be entitled to maintain up to four (4) model Units, and Declarant, its agents or employees, may access the model Units and Regime to further Declarant's marketing and sales efforts. Any and all activities of Declarant, its agents or employees pursuant to this Section 5.4, shall be without charge or contribution by Declarant, except for charges otherwise payable by Declarant pursuant to §82.112 of the Uniform Act.

5.5 Boundaries of Units. The physical boundaries of the Units and the Common Elements shall be conclusively presumed to be the boundaries of such areas, and regardless of any variances which presently exist with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement pursuant to §82.064 of the Uniform Act for any encroachments now existing or hereafter arising due to any such variances, settling, rising, or other movement, which easement shall exist for the duration of the Regime.

5.6 Separate Taxes. Taxes, assessments and other charges of the State, any political subdivision, any special improvement district, or other taxing or assessing authority, shall be assessed against and collected as provided in §82.005 of the Uniform Act.

5.7 Use of General Common Elements. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Maintenance by The Association.

- (a) The Association shall maintain the General Common Elements.
- (b) If the maintenance or repair of a General Common Element is caused by the willful or negligent act of any Owner, his family, guests, invitees or contractors, the cost of such maintenance or repairs shall, to the extent not covered by the Association's insurance, be deemed a debt of such Owner to the Association, payable after demand in accordance with §82.102(d) of the Uniform Act, and payment hereof shall be secured in the same manner as Assessments as set forth in Section 4.8.

6.2 Maintenance by Owner.

- (a) Each Owner shall maintain their Unit and Limited Common Elements assigned thereto in good order and repair at all times.
- (b) No Owner shall have the right to take any action with respect to the interior or exterior of any General Common Elements without first obtaining the written consent of the Board, which consent may be withheld if determined not in the best interests of the Regime. Under no circumstances shall any Owner do any act nor allow any condition to exist which will adversely affect other Owners and their use of the Common Elements.
- (c) Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve their Unit and Limited Common Elements assigned thereto, provided that such action does not affect any other Unit or Common Elements and such Owner has otherwise complied with the limitations and restrictions set forth in the Master Plan Documents.
- (d) Each Owner shall be obligated to operate, maintain, and repair any septic system which services such Owner's Unit, which shall include the obligation to obtain all permits and comply with all governmental and/or agency rules, ordinances, or regulations associated with construction, operation, and maintenance of such septic system. Under no circumstance or event, shall the Declarant or the Association be obligated to discharge the obligations set forth in this Section 6.2(d).

6.3 Easements and Rights of Entry. In addition to the rights of access granted in §82.066 and §82.107 (d) of the Uniform Act, an easement is hereby created over, through and across the Regime in favor of Declarant and the Association for the purpose of providing access to each Unit and to abate any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained within the Regime, to remedy any prohibited or unlawful activity which affects the welfare or health of other Owners, to enforce the provisions of this Declaration, the By-laws or the Rules and Regulations, or to make emergency repairs required to prevent damage to any portion of the Regime. Further, Declarant reserves the right, without the necessity or the joinder of any Owner or other Person to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without

limitation, gas, water, electricity, telephone and drainage) in favor of any Person along the front, rear, or side boundary line of any roadway.

ARTICLE 7 INSURANCE CASUALTY AND REBUILDING

7.1 Insurance - Association. The Association shall obtain insurance for the Regime as required by §82.111 of the Uniform Act. The Board may also obtain such other insurance in such reasonable amounts as the Board may deem desirable, including without limitation such insurance as may from time to time be available to protect officers, directors and employees of the Association.

7.2 Insurance - Owner. Each Owner shall be responsible for insurance on their Unit and any Improvements located thereon. Each Owner shall also insure the Limited Common Elements appurtenant to their Unit, other than those Limited Common Elements which the Association elects to insure, against loss or damage by fire and other risks in an amount not less than the full insurable value thereof.

ARTICLE 8 AMENDMENTS TO DECLARATION

8.1 Amendment by Declarant. Declarant may amend this Declaration at any time prior to the sale of a Unit to an Owner other than Declarant. Pursuant to §82.067 (a)(3) of the Uniform Act, any such amendment shall be effective upon: (i) execution by Declarant; and (ii) compliance with §82.067(g) of the Uniform Act. Declarant may also amend the Declaration as provided by §82.051(c), §82.059(f), §82.060 and §82.067(f) of the Uniform Act.

8.2 Other Permitted Methods of Amendments. This Declaration may also be amended in accordance with §82.067(a) and (f) of the Uniform Act. The Association may amend this Declaration in accordance with §82.007, §82.056(d), §82.058(c), or §82.062 of the Uniform Act. Certain Owners may amend this Declaration in accordance with §82.058(b), §82.062, and §62.068(b) of the Uniform Act. No such amendment shall be effective until an original thereof is duly recorded in the Real Property Records of Travis County, Texas.

8.3 Termination. This Declaration may be terminated in accordance with §82.068 of the Uniform Act.

ARTICLE 9 MISCELLANEOUS

9.1 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a 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 of created.

9.2 Integration into Master Plan Development. The Regime is subject to all terms, conditions and restrictions set forth in the Master Plan Documents. The Master Plan Documents may be amended in

accordance with the terms and provisions thereof, from time to time, and such amendments shall be binding and enforceable against all Owners.

9.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.4 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, Declarant or the Board shall have the right to enforce any provision of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Declaration. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Unit in order to enforce any right or effect compliance with this Declaration.

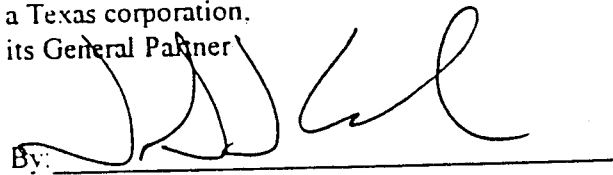
9.5 Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary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

EXECUTED this 13 day of APRIL, 1998.

DECLARANT:

LS DEVELOPMENT, LTD,
a Texas limited partnership

By: LS Development Management, Inc.,
a Texas corporation,
its General Partner

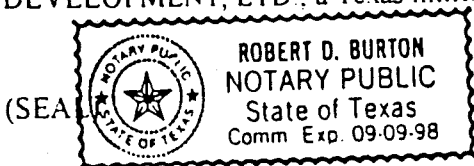


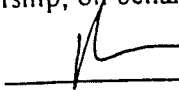
John S. Lloyd, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 13th day of April, 1998 by John S. Lloyd, President of LS Development Management, Inc., a Texas corporation, General Partner of LS DEVELOPMENT, LTD., a Texas limited partnership, or behalf of said corporation and partnership.




Notary Public Signature

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being the sole owner and holder of a deed of trust lien dated June 28, 1997, recorded in Volume 12994, Page 1427, Real Property Records of Travis County, Texas, securing a note of even date therewith in the amount of \$2,000,000.00, hereby subordinates the liens and security interests created and reserved therein to the Regime established pursuant to the terms of the Declaration. This consent and joinder is executed solely for the purpose of subordinating the liens described herein to the Regime, and the undersigned makes no representation or warranty, express or implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of this Regime.

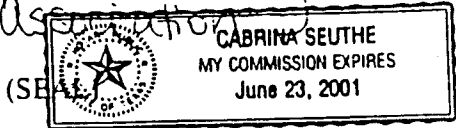
COMPASS BANK

By: [Signature]
Printed Name: Charles S. Nichols Jr
Title: Executive Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 13 day of April, 1998 by Charles S. Nichols, Jr, Exec. V.P. of Compass Bank a State Banking Association on behalf of said Association



[Signature]
Notary Public Signature

JOINDER BY INCHOATE LIEN HOLDER

The undersigned inchoate lien holder joins in execution of this Declaration to satisfy the requirements of Section 82.051(a) of the Texas Uniform Condominium Act.

Return: [Crossed out signature lines]

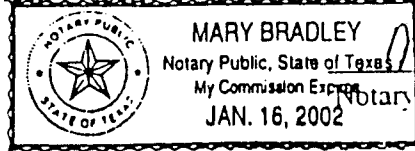
BARTON CREEK PROPERTY OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: [Signature]
David Ruehlman, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on April 14, 1998, by David Ruehlman, President of Barton Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



Mary Bradley
Notary Public Signature

JOINDER BY INCHOATE LIEN HOLDER

The undersigned inchoate lien holder joins in execution of this Declaration to satisfy the requirements of Section 82.051(a) of the Texas Uniform Condominium Act.

FM PROPERTIES OPERATING CO.,
a Delaware general partnership

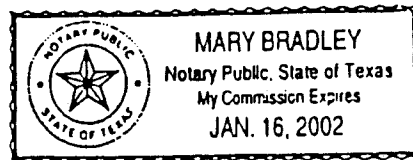
By: FM Properties Inc.
a Delaware corporation
its General Partner

By: John E. Baker
John E. Baker, Vice President - Accounting

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of April, 1998 by John E. Baker, Vice President - Accounting of FM Properties Inc., a Delaware corporation, General Partner of FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.

(seal)



Mary Bradley
Notary Public, State of Texas

APPROVAL

FM Properties Operating Co. Declarant, under that certain Development Area Declaration of Covenants, Conditions and Restrictions for Barton Creek Governor's Hill (the "Declaration"), hereby evidences its approval of the Declaration in accordance with, and only for the purpose of Section 2.4 of the Declaration.

FM PROPERTIES OPERATING CO.,
a Delaware general partnership

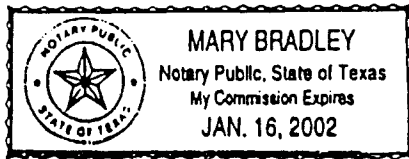
By: FM Properties Inc.
a Delaware corporation
its General Partner

By: John E. Baker
John E. Baker, Vice President - Accounting

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of April, 1998 by John E. Baker, Vice President - Accounting of FM Properties Inc., a Delaware corporation, General Partner of FM Properties Operating Co., a Delaware general partnership, on behalf of said partnership.

(seal)



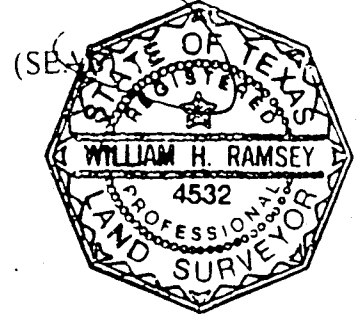
Mary Bradley
Notary Public, State of Texas

EXHIBIT "A"

[PLAT]

The plat and plan attached hereto as Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" contains the information required by Section 82.059 of the Texas Uniform Condominium Act.

William H. Ramsey
Registered Professional Land Surveyor No. 4532



C9	15.90	67°28'28"	13.50	9.02	S37°29'46"W	15.00
C10	13.72	68°20'37"	11.50	7.81	S26°15'11"E	12.92
C11	92.59	30°18'56"	175.00	47.41	N45°03'24"W	91.52
C12	18.88	06°10'59"	175.00	9.45	N57°07'22"W	18.88
C13	70.67	23°08'11"	175.00	35.82	N42°27'48"W	70.19
C14	3.04	00°59'46"	175.00	1.52	N30°23'49"W	3.04
C15	10.54	52°31'52"	11.50	5.68	S56°09'51"E	10.18
C16	241.30	285°03'43"	48.50	0.00	N60°06'04"E	59.01
C17	10.54	52°31'51"	11.50	5.68	N03°38'01"W	10.18
C18	27.16	32°04'51"	48.50	13.94	N66°23'22"W	26.80
C19	39.58	46°45'21"	48.50	20.97	N26°58'16"W	38.49
C20	48.15	56°53'10"	48.50	26.27	N24°51'00"E	46.20
C21	45.07	53°14'22"	48.50	24.31	N79°54'46"E	43.46
C22	59.94	70°48'57"	48.50	34.48	S38°03'35"E	56.20
C23	21.40	25°17'02"	48.50	10.88	S09°59'24"W	21.23
C24	66.14	30°18'56"	125.00	33.86	N45°03'24"W	65.37
C25	37.32	17°06'19"	125.00	18.80	N38°27'06"W	37.18
C26	28.82	13°12'37"	125.00	14.47	N53°36'34"W	28.76
C27	13.65	67°59'14"	11.50	7.75	S85°38'45"W	12.86
C28	97.73	64°44'15"	86.50	54.83	N84°01'16"E	92.62
C29	13.68	68°08'00"	11.50	7.78	S82°19'23"W	12.88
C30	58.05	38°26'54"	86.50	30.16	N70°52'35"E	56.96
C31	39.69	26°17'20"	86.50	20.20	S76°45'17"E	39.34
C32	137.34	18°35'03"	423.42	69.28	N57°32'54"E	136.74
C33	147.75	22°34'30"	375.00	74.85	S55°33'10"W	146.80
C34	241.30	285°03'43"	48.50	0.00	S45°44'05"E	59.01
C35	167.45	22°34'30"	425.00	84.83	S55°33'10"W	166.37
C36	121.12	18°35'03"	373.42	61.10	N57°32'54"E	120.59
C37	74.49	10°04'48"	423.42	37.34	N53°17'47"E	74.40
C38	62.85	08°30'15"	423.42	31.48	N62°35'18"E	62.79
C39	82.96	12°40'34"	375.00	41.65	S60°30'09"W	82.80
C40	64.79	09°53'56"	375.00	32.48	S49°12'53"W	64.71
C41	10.54	52°31'52"	11.50	5.68	S18°00'00"W	10.18
C42	58.59	69°12'43"	48.50	33.47	N26°20'25"E	55.09
C43	50.26	59°22'38"	48.50	27.65	S89°21'55"E	48.04
C44	57.05	67°23'31"	48.50	32.34	S25°58'50"E	53.81
C45	75.41	89°04'51"	48.50	47.73	S52°15'21"W	68.04
C46	10.53	52°30'07"	11.49	5.67	N70°30'59"E	10.17
C47	56.98	07°40'53"	425.00	28.53	S48°06'22"W	56.93
C48	77.70	10°28'28"	425.00	38.96	S57°11'02"W	77.59
C49	32.78	04°25'10"	425.00	16.40	S64°37'51"W	32.77
C50	51.60	07°55'03"	373.42	25.84	N62°52'54"E	51.56
C51	69.52	10°40'00"	373.42	34.86	N53°35'23"E	69.42
C52	13.68	68°07'59"	11.50	7.78	N14°11'23"E	12.88
C53	238.96	158°17'00"	86.50	450.96	S59°15'54"W	169.90
C54	15.87	67°21'22"	13.50	9.00	S75°16'17"E	14.97
C55	51.79	34°18'15"	86.50	26.70	S02°43'29"E	51.02
C56	55.81	36°58'13"	86.50	28.92	S32°54'45"W	54.85
C57	54.69	36°13'30"	86.50	28.29	S69°30'36"W	53.78
C58	76.67	50°47'03"	86.50	41.06	N66°59'07"W	74.18
C59	284.05	130°11'52"	125.00	269.28	N05°57'06"E	226.76
C60	117.11	53°40'43"	125.00	63.25	N44°12'41"E	112.87
C61	166.94	76°31'09"	125.00	98.58	N20°53'15"W	154.81
C62						
C63	75.48	38°47'19"	111.50	39.25	S39°35'55"E	74.05
C64	6.39	04°14'05"	86.50	3.20	N05°48'05"E	6.39
C65	471.73	58°45'22"	460.00	258.97	S13°44'44"W	451.33
C66	306.21	38°08'24"	460.00	159.02	S62°11'37"W	300.59
C67	39.27	90°00'00"	25.00	25.00	N53°44'11"W	35.36
C68	407.45	27°02'21"	863.38	207.59	S22°15'21"E	403.68
C69	66.58	38°48'14"	98.32	34.63	S03°46'44"E	65.32
C70	39.13	12°11'23"	183.92	19.64	N17°05'09"W	39.06
C71	112.88	16°10'08"	400.00	56.82	N09°24'48"E	112.51
C72	23.56	90°00'00"	15.00	15.00	N62°31'21"E	21.21
C73	203.40	56°50'55"	205.00	110.96	S79°05'54"W	195.16
C74	22.47	51°30'30"	25.00	12.06	N76°25'41"E	21.73
C75	99.81	95°18'30"	50.00	65.83	S54°31'41"W	88.69
C76	6.42	00°25'34"	863.38	3.21	S08°56'58"E	6.42
C77	108.55	07°12'14"	863.38	54.35	S12°45'51"E	108.48
C78	40.23	02°40'10"	863.38	20.12	S17°42'03"E	40.22
C79	252.25	16°44'23"	863.38	127.03	S27°24'20"E	251.35

Rust Environ
 Consulting Engineers, Scientists
 811 Barton Springs Road, Suit

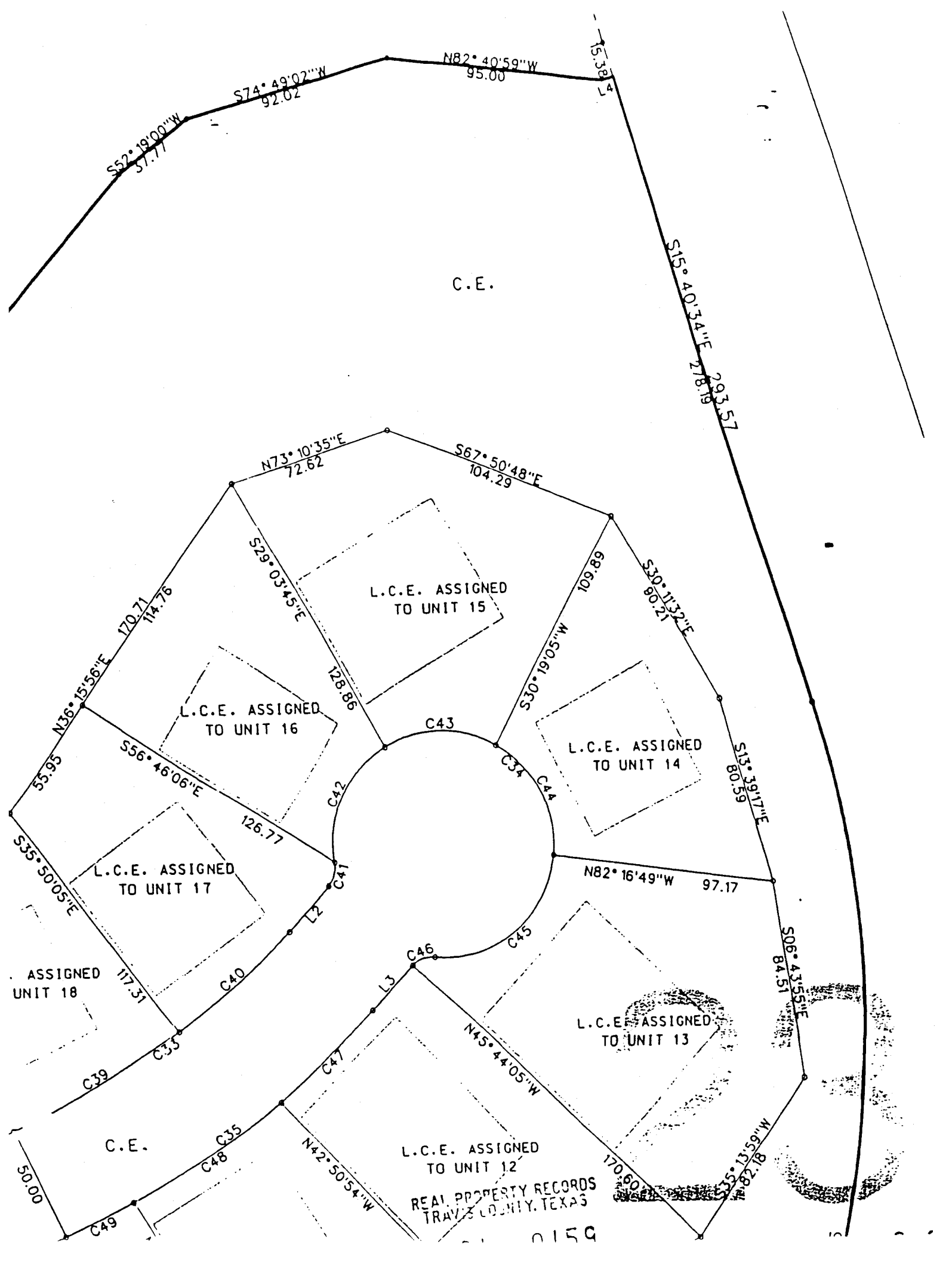
CONDOMINIUM MAP
 LOT 1, GOVERNOR'S HILL AT BARTON CREEK
 VOLUME 100, PAGES 28-30, TRAVIS COUNTY, TEXAS

DATE 10-28-1997
 PROJECT NO 1009741003
 FILENAME 100974\GOVCONDO.DG
 SHEET NO
 DRAWING NO

13161 5152
 REAL PROPERTY RECORDS

	CURVE LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
C1	49.76	29° 46' 32"	95.76	25.46	S41° 43' 49"E	49.21
C2	390.25	127° 46' 07"	175.00	356.97	N07° 09' 58"E	314.27
C3	35.38	11° 35' 06"	175.00	17.75	N50° 55' 32"W	35.32
C4	97.28	31° 51' 04"	175.00	49.93	N29° 12' 27"W	96.04
C5	64.36	21° 04' 24"	175.00	32.55	N02° 44' 43"W	64.00
C6	64.38	21° 04' 39"	175.00	32.56	N18° 19' 48"E	64.02
C7	64.37	21° 04' 35"	175.00	32.56	N39° 24' 25"E	64.01
C8	64.46	21° 06' 19"	175.00	32.60	N60° 29' 53"E	64.10
C9	15.90	67° 28' 28"	13.50	9.02	S37° 29' 46"W	15.00
C10	13.72	68° 20' 37"	11.50	7.81	S26° 15' 11"E	12.92
C11	92.59	30° 18' 56"	175.00	47.41	N45° 03' 24"W	91.52
C12	18.88	06° 10' 59"	175.00	9.45	N57° 07' 22"W	18.88
C13	70.67	23° 08' 11"	175.00	35.82	N42° 27' 48"W	70.19
C14	3.04	00° 59' 46"	175.00	1.52	N30° 23' 49"W	3.04
C15	10.54	52° 31' 52"	11.50	5.68	S56° 09' 51"E	10.18
C16	241.30	285° 03' 43"	48.50	0.00	N60° 06' 04"E	59.01
C17	10.54	52° 31' 51"	11.50	5.68	N03° 38' 01"W	10.18
C18	27.16	32° 04' 51"	48.50	13.94	N66° 23' 22"W	26.80
C19	39.58	46° 45' 21"	48.50	20.97	N26° 58' 16"W	38.49
C20	48.15	56° 53' 10"	48.50	26.27	N24° 51' 00"E	46.20
C21	45.07	53° 14' 22"	48.50	24.31	N79° 54' 46"E	43.46
C22	59.94	70° 48' 57"	48.50	34.48	S38° 03' 35"E	56.20
C23	21.40	25° 17' 02"	48.50	10.88	S09° 59' 24"W	21.23
C24	66.14	30° 18' 56"	125.00	33.86	N45° 03' 24"W	65.37
C25	37.32	17° 06' 19"	125.00	18.80	N38° 27' 06"W	37.18
C26	28.82	13° 12' 37"	125.00	14.47	N53° 36' 34"W	28.76
C27	13.65	67° 59' 14"	11.50	7.75	S85° 38' 45"W	12.86
C28	97.73	64° 44' 15"	86.50	54.83	N84° 01' 16"E	92.62
C29	13.68	68° 08' 00"	11.50	7.78	S82° 19' 23"W	12.88
C30	58.05	38° 26' 54"	86.50	30.16	N70° 52' 35"E	56.96
C31	39.69	26° 17' 20"	86.50	20.20	S76° 45' 17"E	39.34
C32	137.34	18° 35' 03"	423.42	69.28	N57° 32' 54"E	136.74
C33	147.75	22° 34' 30"	375.00	74.85	S55° 33' 10"W	146.80
C34	241.30	285° 03' 43"	48.50	0.00	S45° 44' 05"E	59.01
C35	167.45	22° 34' 30"	425.00	84.83	S55° 33' 10"W	166.37
C36	121.12	18° 35' 03"	373.42	61.10	N57° 32' 54"E	120.59
C37	74.49	10° 04' 48"	423.42	37.34	N53° 17' 47"E	74.40
C38	62.85	08° 30' 15"	423.42	31.48	N62° 35' 18"E	62.79
C39	82.96	12° 40' 34"	375.00	41.65	S60° 30' 09"W	82.80
C40	64.79	09° 53' 56"	375.00	32.48	S49° 12' 53"W	64.71
C41	10.54	52° 31' 52"	11.50	5.68	S18° 00' 00"W	10.18
C42	58.59	69° 12' 43"	48.50	33.47	N26° 20' 25"E	55.09
C43	50.26	59° 22' 38"	48.50	27.65	S89° 21' 55"E	48.04
C44	57.05	67° 23' 31"	48.50	32.34	S25° 58' 50"E	53.81
C45	75.41	89° 04' 51"	48.50	47.73	S52° 15' 21"W	68.04
C46	10.53	52° 30' 07"	11.49	5.67	N70° 30' 59"E	10.17
C47	56.98	07° 40' 53"	425.00	28.53	S48° 06' 22"W	56.93
C48	77.70	10° 28' 28"	425.00	38.96	S57° 11' 02"W	77.59
C49	32.78	04° 25' 10"	425.00	16.40	S64° 37' 51"W	32.77
C50	51.60	07° 55' 03"	373.42	25.84	N62° 52' 54"E	51.56
C51	69.52	10° 40' 00"	373.42	34.86	N53° 35' 23"E	69.42
C52	13.68	68° 07' 59"	11.50	7.78	N14° 11' 23"E	12.88
C53	238.96	158° 17' 00"	86.50	450.96	S59° 15' 54"W	169.90
C54	15.87	67° 21' 22"	13.50	9.00	S75° 16' 17"E	14.97
C55	51.79	34° 18' 15"	86.50	26.70	S02° 43' 29"E	51.02
C56	55.81	36° 58' 13"	86.50	28.92	S32° 54' 45"W	54.85
C57	54.69	36° 13' 30"	86.50	28.29	S69° 30' 36"W	53.78
C58	76.67	50° 47' 03"	86.50	41.06	N66° 59' 07"W	74.18
C59	284.05	130° 11' 52"	125.00	269.28	N05° 57' 06"E	226.77
C60	117.11	53° 40' 43"	125.00	63.25	N44° 12' 41"E	112.87
C61	166.94	76° 31' 09"	125.00	98.58	N20° 53' 15"W	154.81
C62	-----	-----	-----	-----	-----	-----
C63	75.48	38° 47' 19"	111.50	39.25	S39° 35' 55"E	74.05
C64	6.39	04° 14' 05"	86.50	3.20	N05° 48' 05"E	6.39
C65	471.73	58° 45' 22"	460.00	258.97	S13° 44' 44"W	451.3
C66	306.21	38° 08' 24"	460.00	159.02	S62° 11' 37"W	300.5
C67	39.27	90° 00' 00"	25.00	25.00	N53° 44' 11"W	35.36
C68	407.45	27° 02' 21"	863.38	207.59	S22° 15' 21"E	403.6
C69	66.58	38° 48' 14"	98.32	34.83	S03° 46' 44"E	65.32
C70	39.13	12° 11' 23"	183.92	19.64	N17° 05' 09"W	39.06
C71	112.88	16° 10' 08"	400.00	56.82	N09° 24' 48"E	112.5
C72	23.56	90° 00' 00"	15.00	15.00	N62° 31' 21"E	21.21
C73	203.40	56° 50' 55"	205.00	110.96	S79° 05' 54"W	195.1
C74	22.47	51° 30' 30"	25.00	12.06	N76° 25' 41"E	21.72
C75	99.81	95° 18' 30"	60.00	65.83	S54° 31' 41"W	88.6
C76	6.42	00° 25' 34"	863.38	3.21	S08° 56' 58"E	6.42
C77	108.55	07° 12' 14"	863.38	54.35	S12° 45' 51"E	108.
C78	40.23	02° 40' 10"	863.38	20.12	S17° 42' 03"E	40.2
C79	252.25	16° 44' 23"	863.38	127.03	S27° 24' 20"E	251.

LINE	DIRECTION	DISTANCE
L1	N26° 56' 34"W	23.51
L2	N44° 15' 54"E	26.24
L3	N44° 15' 54"E	26.24
L4	N74° 49' 00"E	5.40



C.E.

L.C.E. ASSIGNED TO UNIT 15

L.C.E. ASSIGNED TO UNIT 16

L.C.E. ASSIGNED TO UNIT 14

L.C.E. ASSIGNED TO UNIT 17

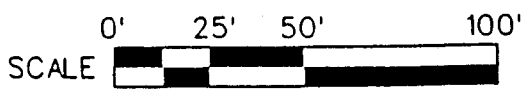
ASSIGNED UNIT 18

L.C.E. ASSIGNED TO UNIT 13

L.C.E. ASSIGNED TO UNIT 12

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

0159

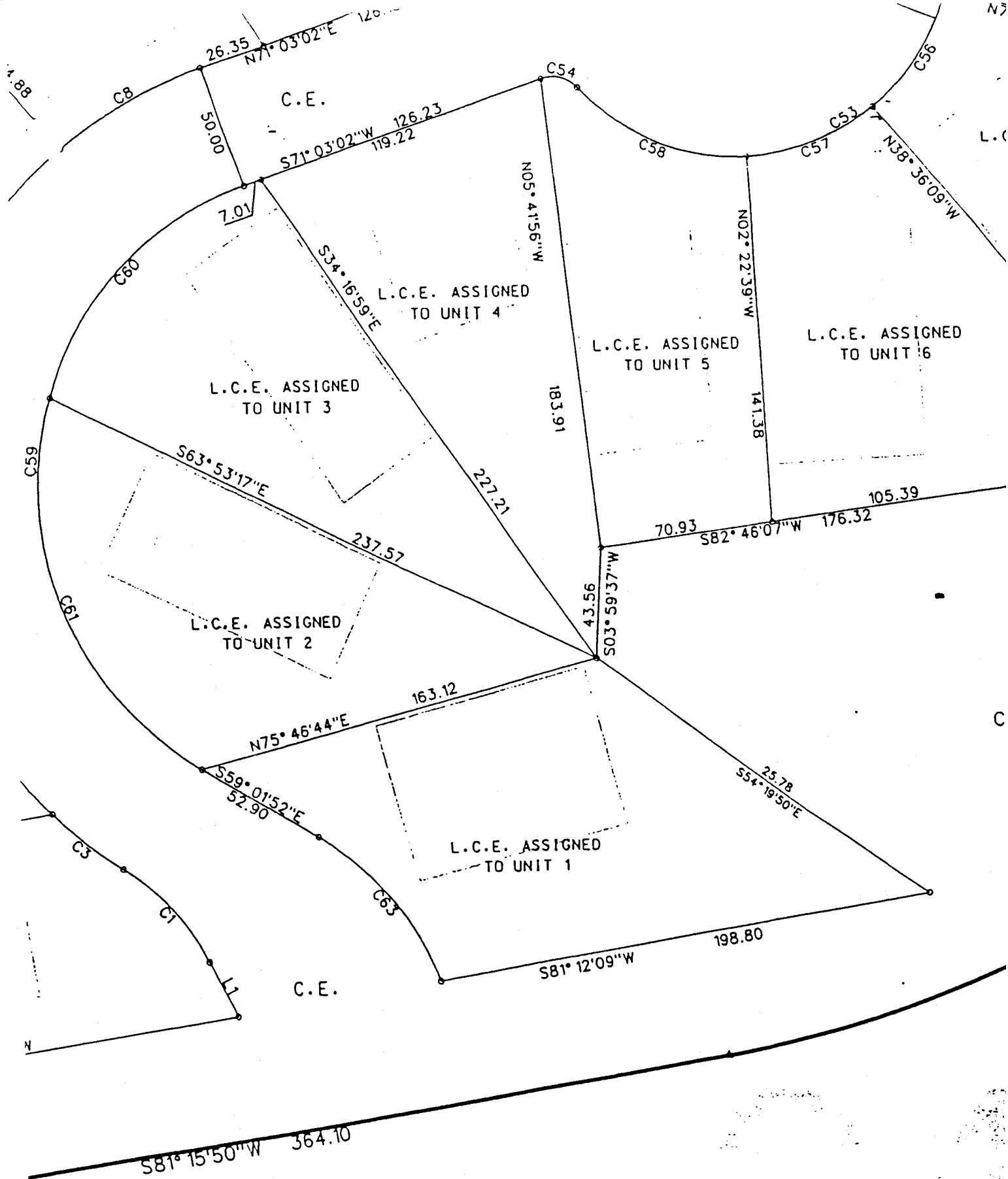


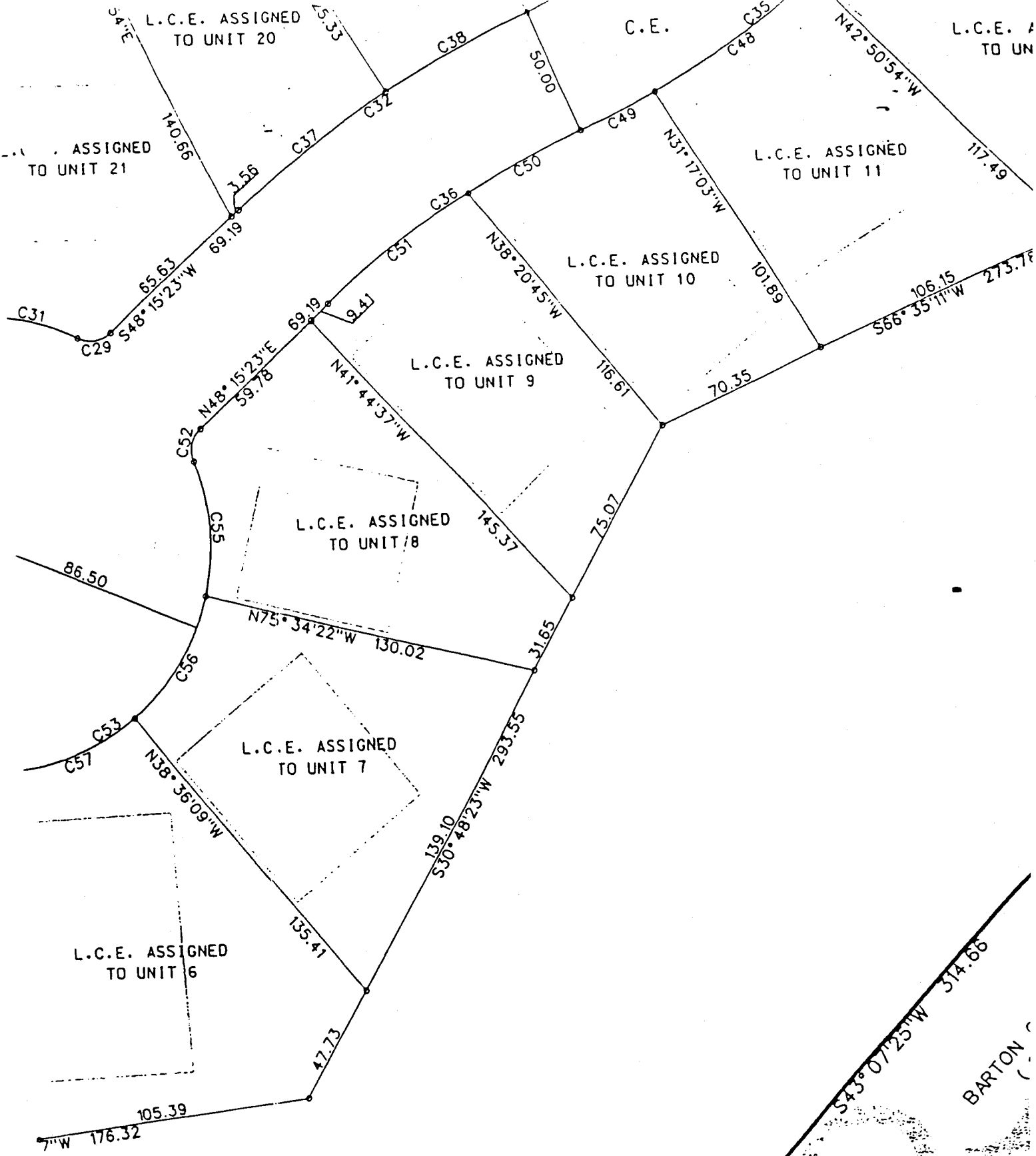
LEGEND

- = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RUST E&I RPLS 4532" FOUND
 - ▲ = PK NAIL WITH PLASTIC CAP MARKED "RUST E&I RPLS 4532" FOUND
 - = 5/8" IRON ROD WITH PLASTIC CAP MARKED "L/JA INC. RPLS 4532" FOUND
 - = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RUST E&I RPLS 4532" SET
- C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

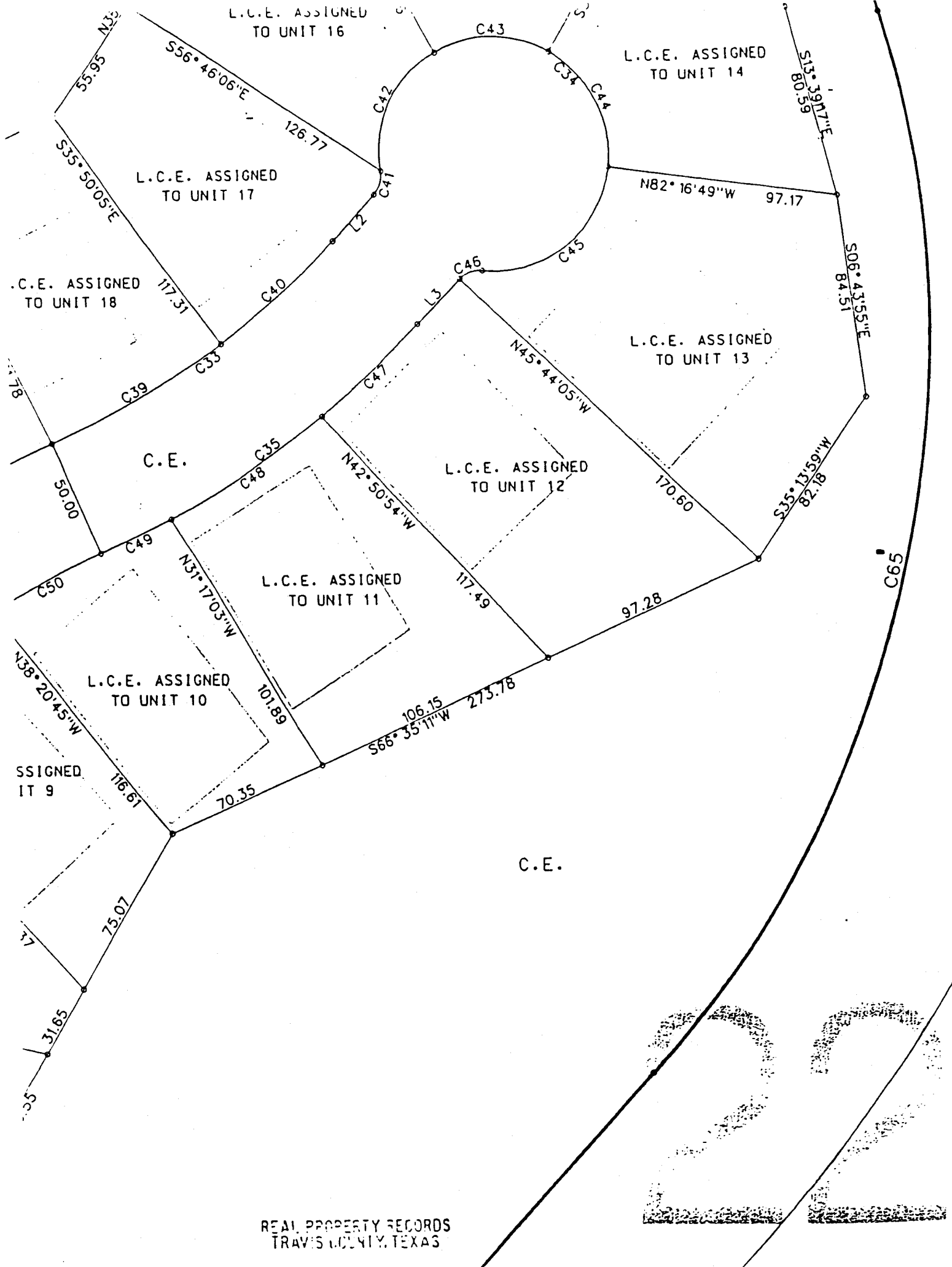
NO	REVISIONS	DRN	CHK	DATE
3	REVISE SOUTH LOTLINE UNIT 1.	CAR	BR	04-09-1998
2	UNITS, L.C.E. & C.E. DEPICTED.	CAR	BR	03-09-1998
1	LOT LINES REVISED FOR UNITS 2,3,4,10,11 &12	JB	BR	12-22-1997
		DRN	CHK	DATE

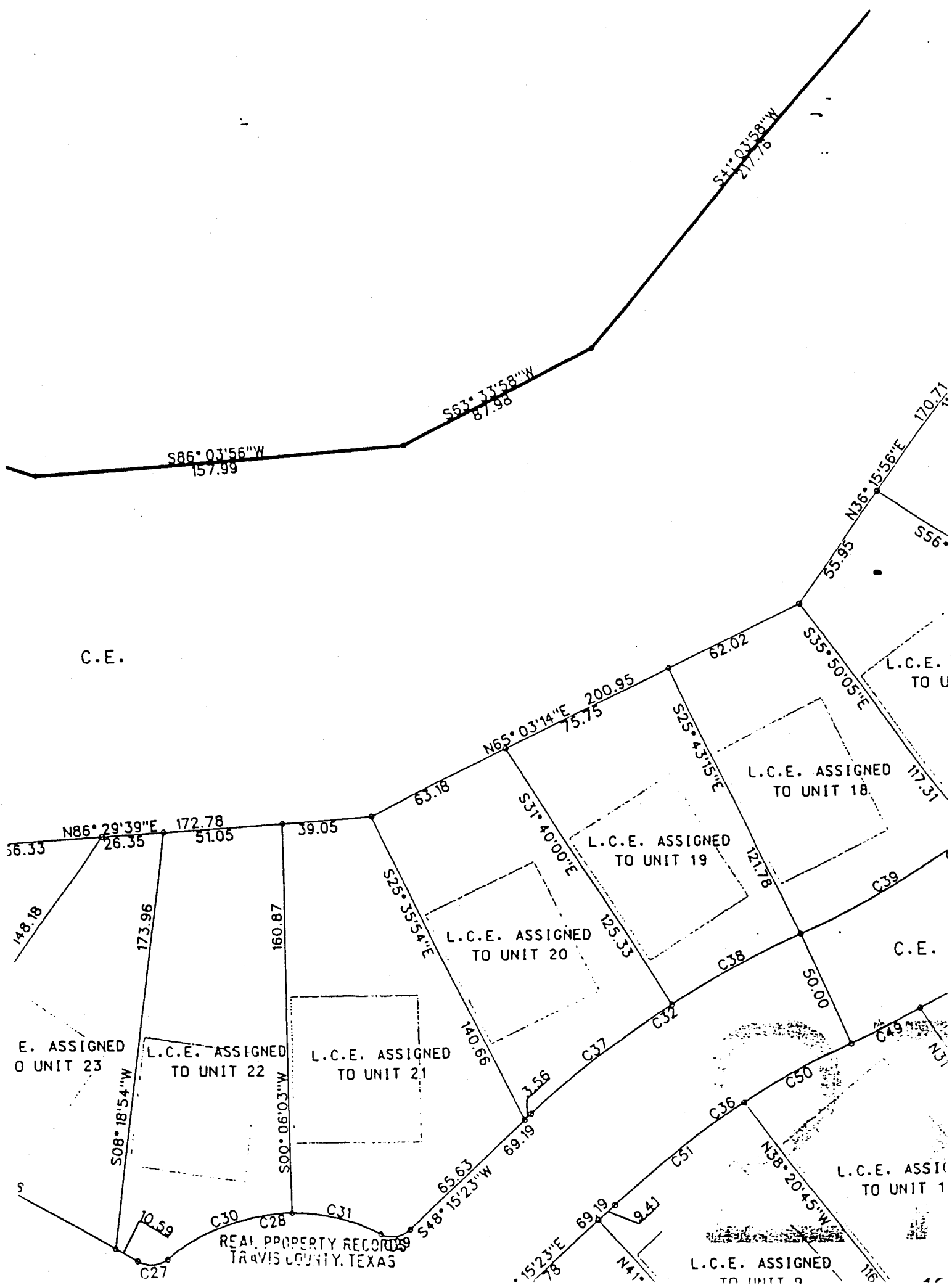


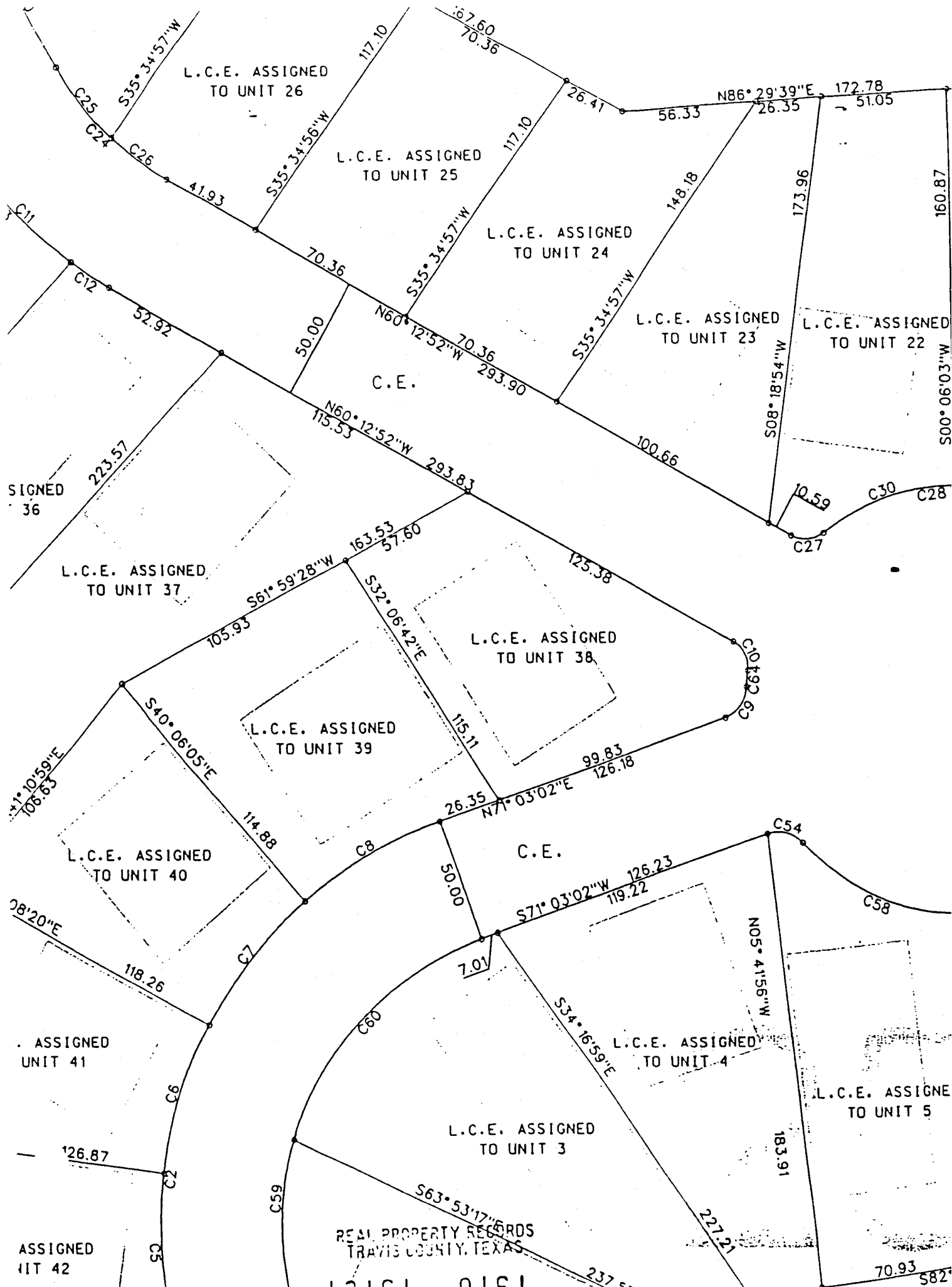


C.E.
 REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 0157

543°07'25"W 514.66
 BARTON







L.C.E. ASSIGNED TO UNIT 26

L.C.E. ASSIGNED TO UNIT 25

L.C.E. ASSIGNED TO UNIT 24

L.C.E. ASSIGNED TO UNIT 23

L.C.E. ASSIGNED TO UNIT 22

C.E.

SIGNED 36

L.C.E. ASSIGNED TO UNIT 37

L.C.E. ASSIGNED TO UNIT 38

L.C.E. ASSIGNED TO UNIT 39

L.C.E. ASSIGNED TO UNIT 40

C.E.

ASSIGNED UNIT 41

L.C.E. ASSIGNED TO UNIT 4

L.C.E. ASSIGNED TO UNIT 5

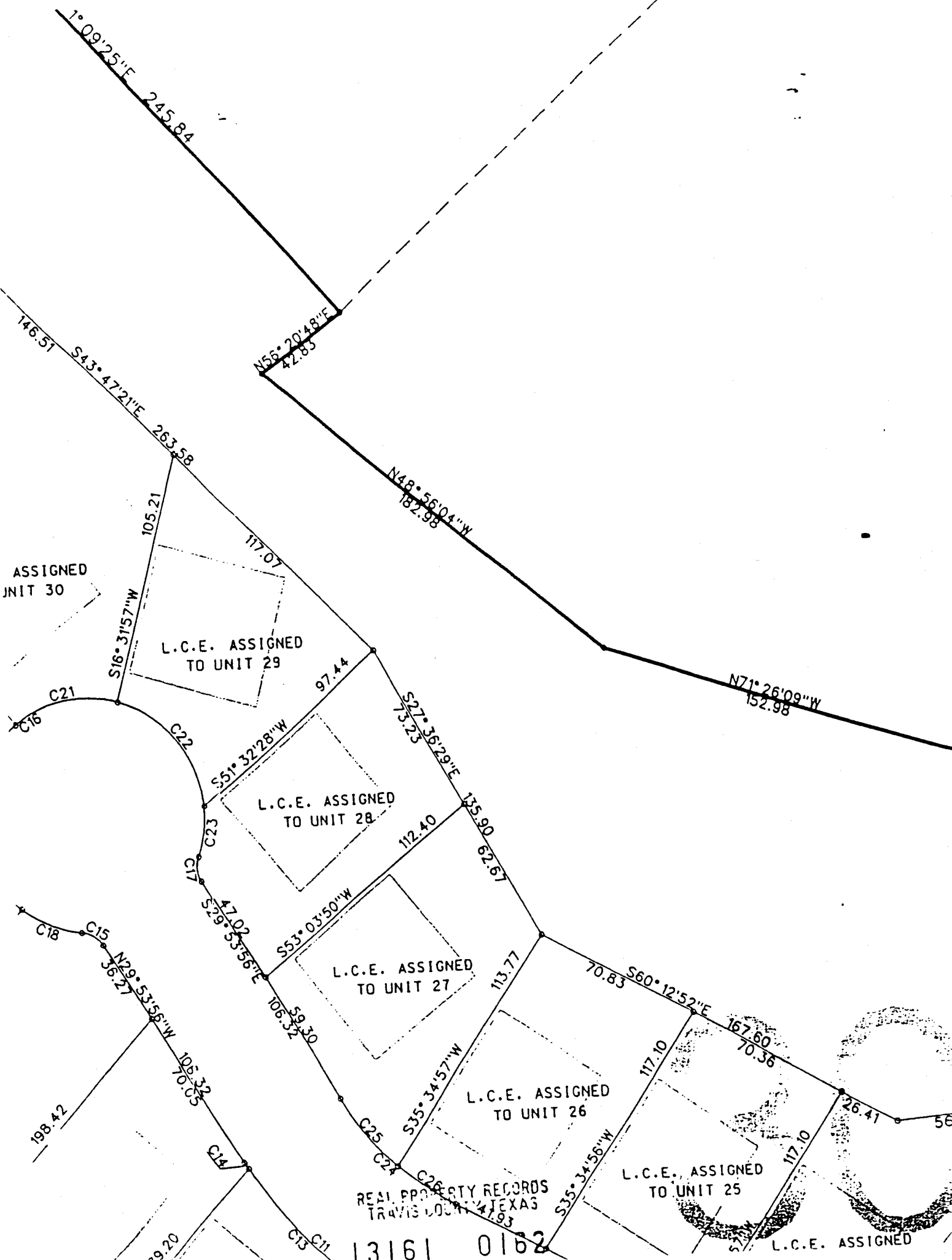
L.C.E. ASSIGNED TO UNIT 3

ASSIGNED UNIT 42

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

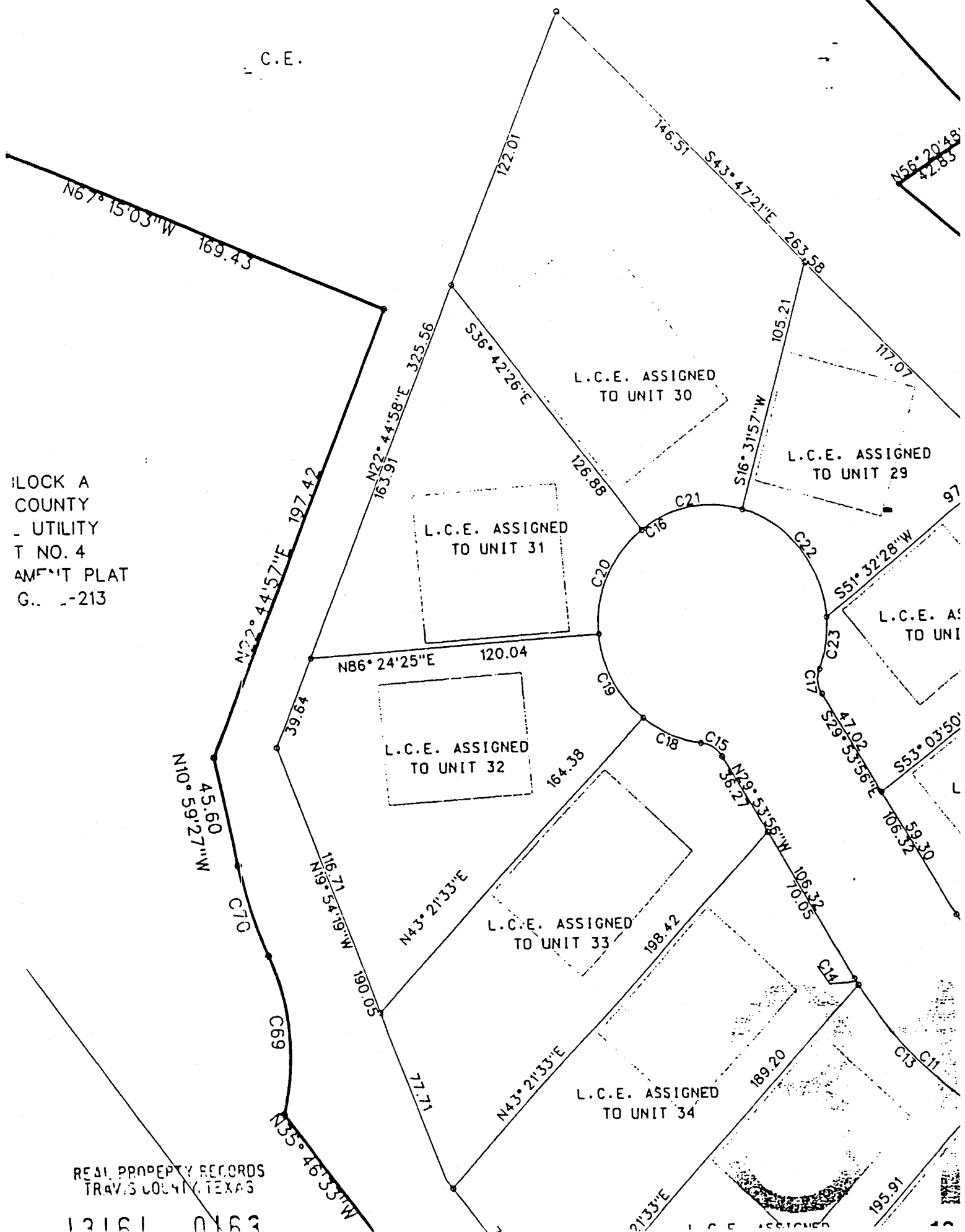
12161 0161

70.93 582



C.E.

LOCK A
COUNTY
UTILITY
T NO. 4
AMFIT PLAT
G. -213



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12161 0163

L.C.E. ASSIGNED TO UNIT 33

L.C.E. ASSIGNED TO UNIT 26

L.C.E. ASSIGNED TO UNIT 25

L.C.E. ASSIGNED TO UNIT 34

L.C.E. ASSIGNED TO UNIT 35

L.C.E. ASSIGNED TO UNIT 36

L.C.E. ASSIGNED TO UNIT 37

L.C.E. ASSIGNED TO UNIT 39

L.C.E. ASSIGNED TO UNIT 40

L.C.E. ASSIGNED TO UNIT 41

L.C.E. ASSIGNED TO UNIT 42

N43°21'33"E

N43°21'33"E

N43°21'33"E

N43°21'33"E

N41°10'59"E

N41°10'59"E

S35°34'57"W

S35°34'57"W

S32°06'42"E

N71°

S63°53'17"E

198.42

106.32

C14

189.20

C13

C11

C25

C24

41.93

S35°34'58"W

70.36

167.60

70.36

117.10

70.36

293.6

293.83

163.53

57.60

115.11

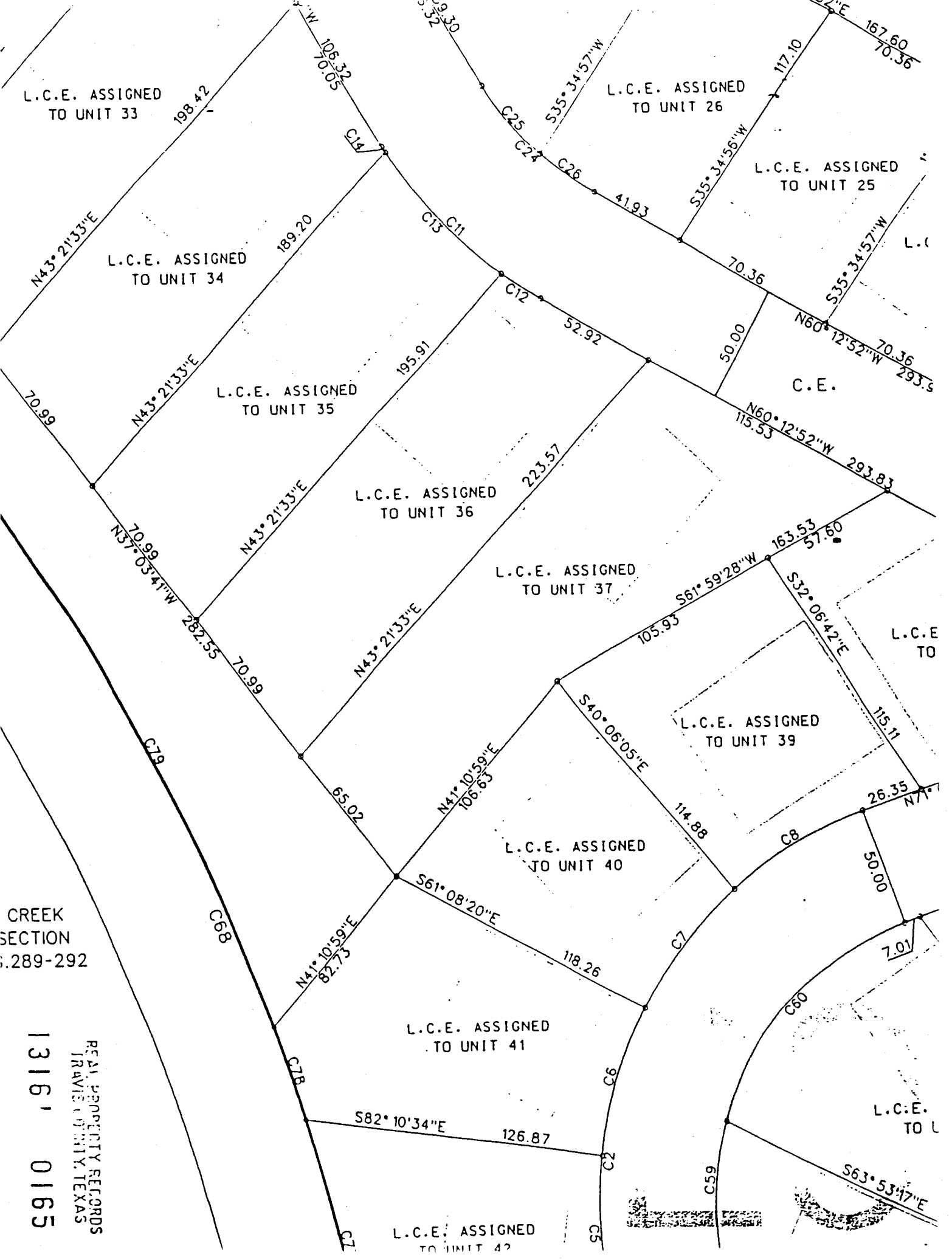
26.35

50.00

7.01

CREEK SECTION 289-292

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS 13161 0165



N CREEK
SECTION
3.289-292

L.C.E. ASSIGNED
TO UNIT 40

C68

N41°10'59"E
82.75

S61°08'20"E
118.26

L.C.E. ASSIGNED
TO UNIT 41

S82°10'34"E
126.87

L.C.E. ASSIGNED
TO UNIT 42

N76°47'11"E
107.63

L.C.E. ASSIGNED
TO UNIT 43

N81°12'09"E
140.87

L.C.E. ASSIGNED
TO UNIT 44

C78
75.30
N08°44'10"W
187.57
90.00

22.27

C67

S81°08'38"W
198.81

S81°15'50"

5000

L.C.

S63°53'17"

L.C.E.
TO

S59°45'
52.5

13161 016
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

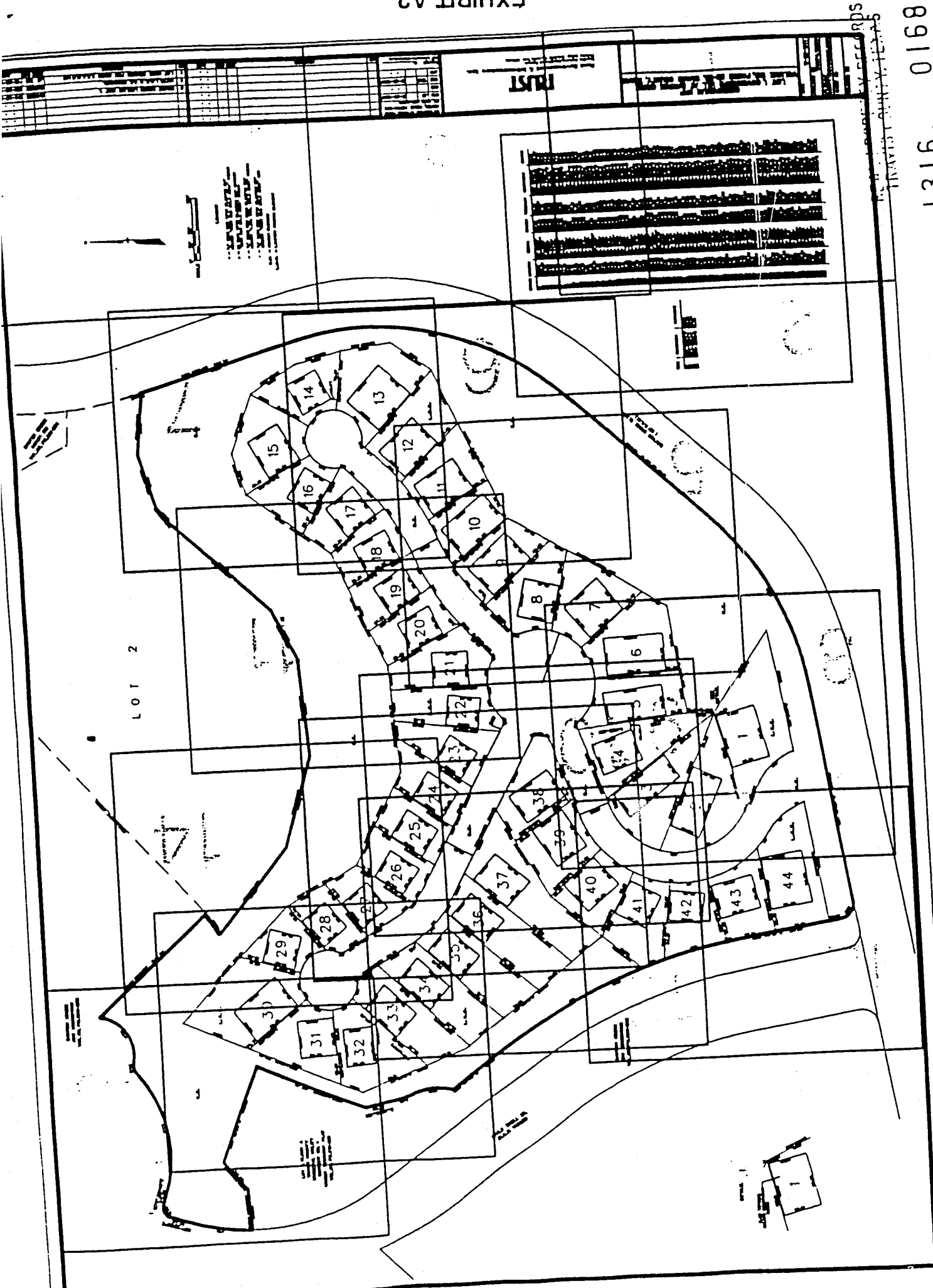


EXHIBIT A3

PLANNING DEPARTMENT RECORDS

1316. 0168

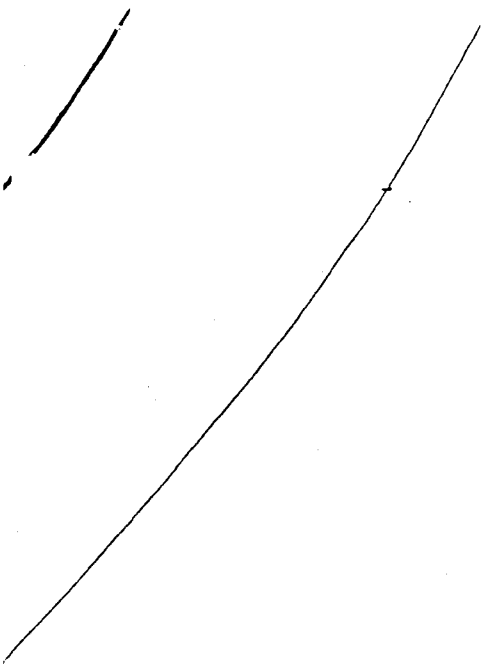
Rust Environ
 Consulting Engineers, Scientists
 811 Barton Springs Road, Suite

C9	15.90	67° 28' 28"	13.50	9.02	S37° 29' 46" W	15.00
C10	13.72	68° 20' 37"	11.50	7.81	S26° 15' 11" E	12.92
C11	92.59	30° 18' 56"	175.00	47.41	N45° 03' 24" W	91.52
C12	18.88	06° 10' 59"	175.00	9.45	N57° 07' 22" W	18.88
C13	70.67	23° 08' 11"	175.00	35.82	N42° 27' 48" W	70.19
C14	3.04	00° 59' 46"	175.00	1.52	N30° 23' 49" W	3.04
C15	10.54	52° 31' 52"	11.50	5.68	S56° 09' 51" E	10.18
C16	241.30	285° 03' 43"	48.50	0.00	N60° 06' 04" E	59.01
C17	10.54	52° 31' 51"	11.50	5.68	N03° 38' 01" W	10.18
C18	27.16	32° 04' 51"	48.50	13.94	N66° 23' 22" W	26.80
C19	39.58	46° 45' 21"	48.50	20.97	N26° 58' 16" W	38.49
C20	48.15	56° 53' 10"	48.50	26.27	N24° 51' 00" E	46.20
C21	45.07	53° 14' 22"	48.50	24.31	N79° 54' 46" E	43.46
C22	59.94	70° 48' 57"	48.50	34.48	S38° 03' 35" E	56.20
C23	21.40	25° 17' 02"	48.50	10.88	S09° 59' 24" W	21.23
C24	66.14	30° 18' 56"	125.00	33.86	N45° 03' 24" W	65.37
C25	37.32	17° 06' 19"	125.00	18.80	N38° 27' 06" W	37.18
C26	28.82	13° 12' 37"	125.00	14.47	N53° 36' 34" W	28.76
C27	13.65	67° 59' 14"	11.50	7.75	S85° 38' 45" W	12.86
C28	97.73	64° 44' 15"	86.50	54.83	N84° 01' 16" E	92.62
C29	13.68	68° 08' 00"	11.50	7.78	S82° 19' 23" W	12.88
C30	58.05	38° 26' 54"	86.50	30.16	N70° 52' 35" E	56.96
C31	39.69	26° 17' 20"	86.50	20.20	S76° 45' 17" E	39.34
C32	137.34	18° 35' 03"	423.42	69.28	N57° 32' 54" E	136.74
C33	147.75	22° 34' 30"	375.00	74.85	S55° 33' 10" W	146.80
C34	241.30	285° 03' 43"	48.50	0.00	S45° 44' 05" E	59.01
C35	167.45	22° 34' 30"	425.00	84.83	S55° 33' 10" W	166.37
C36	121.12	18° 35' 03"	373.42	61.10	N57° 32' 54" E	120.59
C37	74.49	10° 04' 48"	423.42	37.34	N53° 17' 47" E	74.40
C38	62.85	08° 30' 15"	423.42	31.48	N62° 35' 18" E	62.79
C39	82.96	12° 40' 34"	375.00	41.65	S60° 30' 09" W	82.80
C40	64.79	09° 53' 56"	375.00	32.48	S49° 12' 53" W	64.71
C41	10.54	52° 31' 52"	11.50	5.68	S18° 00' 00" W	10.18
C42	58.59	69° 12' 43"	48.50	33.47	N26° 20' 25" E	55.09
C43	50.26	59° 22' 38"	48.50	27.65	S89° 21' 55" E	48.04
C44	57.05	67° 23' 31"	48.50	32.34	S25° 58' 50" E	53.81
C45	75.41	89° 04' 51"	48.50	47.73	S52° 15' 21" W	68.04
C46	10.53	52° 30' 07"	11.49	5.67	N70° 30' 59" E	10.17
C47	56.98	07° 40' 53"	425.00	28.53	S48° 06' 22" W	56.93
C48	77.70	10° 28' 28"	425.00	38.96	S57° 11' 02" W	77.59
C49	32.78	04° 25' 10"	425.00	16.40	S64° 37' 51" W	32.77
C50	51.60	07° 55' 03"	373.42	25.84	N62° 52' 54" E	51.56
C51	69.52	10° 40' 00"	373.42	34.86	N53° 35' 23" E	69.42
C52	13.68	68° 07' 59"	11.50	7.78	N14° 11' 23" E	12.88
C53	238.96	158° 17' 00"	86.50	450.96	S59° 15' 54" W	169.90
C54	15.87	67° 21' 22"	13.50	9.00	S75° 16' 17" E	14.97
C55	51.79	34° 18' 15"	86.50	26.70	S02° 43' 29" E	51.02
C56	55.81	36° 58' 13"	86.50	28.92	S32° 54' 45" W	54.85
C57	54.69	36° 13' 30"	86.50	28.29	S69° 30' 36" W	53.78
C58	76.67	50° 47' 03"	86.50	41.06	N66° 59' 07" W	74.18
C59	284.05	130° 11' 52"	125.00	269.28	N05° 57' 06" E	226.76
C60	117.11	53° 40' 43"	125.00	63.25	N44° 12' 41" E	112.87
C61	166.94	76° 31' 09"	125.00	98.58	N20° 53' 15" W	154.81
C62	-----	-----	-----	-----	-----	-----
C63	75.48	38° 47' 19"	111.50	39.25	S39° 35' 55" E	74.05
C64	6.39	04° 14' 05"	86.50	3.20	N05° 48' 05" E	6.39
C65	471.73	58° 45' 22"	460.00	258.97	S13° 44' 44" W	451.33
C66	306.21	38° 08' 24"	460.00	159.02	S62° 11' 37" W	300.59
C67	39.27	90° 00' 00"	25.00	25.00	N53° 44' 11" W	35.36
C68	407.45	27° 02' 21"	863.38	207.59	S22° 15' 21" E	403.68
C69	66.58	38° 48' 14"	98.32	34.63	S03° 46' 44" E	65.32
C70	39.13	12° 11' 23"	183.92	19.64	N17° 05' 09" W	39.06
C71	112.88	16° 10' 08"	400.00	56.82	N09° 24' 48" E	112.51
C72	23.56	90° 00' 00"	15.00	15.00	N62° 31' 21" E	21.21
C73	203.40	56° 50' 55"	205.00	110.96	S79° 05' 54" W	195.16
C74	22.47	51° 30' 30"	25.00	12.06	N76° 25' 41" E	21.73
C75	99.81	95° 18' 30"	60.00	65.83	S54° 31' 41" W	88.69
C76	6.42	00° 25' 34"	863.38	3.21	S08° 56' 58" E	6.42
C77	108.55	07° 12' 14"	863.38	54.35	S12° 45' 51" E	108.48
C78	40.23	02° 40' 10"	863.38	20.12	S17° 42' 03" E	40.22
C79	252.25	16° 44' 23"	863.38	127.03	S27° 24' 20" E	251.35

CONDOMINIUM MAP
 LOT 1, GOVERNOR'S HILL AT BARTON CREEK
 VOLUME 100, PAGES 28-30, TRAVIS COUNTY, TEXAS

DATE	10-28-1997
PROJECT NO	100974.10030
FILENAME	100974\GOVCONDO.DGN
SHEET NO	
DRAWING NO	

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS



	CURVE LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
C1	49.76	29° 46' 32"	95.76	25.46	S41° 49' 49"E	49.21
C2	390.25	127° 46' 07"	175.00	356.97	N07° 09' 58"E	314.27
C3	35.38	11° 35' 06"	175.00	17.75	N50° 55' 32"W	35.32
C4	97.28	31° 51' 04"	175.00	49.93	N29° 12' 27"W	96.04
C5	64.36	21° 04' 24"	175.00	32.55	N02° 44' 43"W	64.00
C6	64.38	21° 04' 39"	175.00	32.56	N18° 19' 48"E	64.02
C7	64.37	21° 04' 35"	175.00	32.56	N39° 24' 25"E	64.01
C8	64.46	21° 06' 19"	175.00	32.60	N60° 29' 53"E	64.10
C9	15.90	67° 28' 28"	13.50	9.02	S37° 29' 46"W	15.00
C10	13.72	68° 20' 37"	11.50	7.81	S26° 15' 11"E	12.92
C11	92.59	30° 18' 56"	175.00	47.41	N45° 03' 24"W	91.52
C12	18.88	06° 10' 59"	175.00	9.45	N57° 07' 22"W	18.88
C13	70.67	23° 08' 11"	175.00	35.82	N42° 27' 48"W	70.19
C14	3.04	00° 59' 46"	175.00	1.52	N30° 23' 49"W	3.04
C15	10.54	52° 31' 52"	11.50	5.68	S56° 09' 51"E	10.18
C16	241.30	285° 03' 43"	48.50	0.00	N60° 06' 04"E	59.01
C17	10.54	52° 31' 51"	11.50	5.68	N03° 38' 01"W	10.18
C18	27.16	32° 04' 51"	48.50	13.94	N66° 23' 22"W	26.80
C19	39.58	46° 45' 21"	48.50	20.97	N26° 58' 16"W	38.49
C20	48.15	56° 53' 10"	48.50	26.27	N24° 51' 00"E	46.20
C21	45.07	53° 14' 22"	48.50	24.31	N79° 54' 46"E	43.46
C22	59.94	70° 48' 57"	48.50	34.48	S38° 03' 35"E	56.20
C23	21.40	25° 17' 02"	48.50	10.88	S09° 59' 24"W	21.23
C24	66.14	30° 18' 56"	125.00	33.86	N45° 03' 24"W	65.37
C25	37.32	17° 06' 19"	125.00	18.80	N38° 27' 06"W	37.18
C26	28.82	13° 12' 37"	125.00	14.47	N53° 36' 34"W	28.76
C27	13.65	67° 59' 14"	11.50	7.75	S85° 38' 45"W	12.86
C28	97.73	64° 44' 15"	86.50	54.83	N84° 01' 16"E	92.62
C29	13.68	68° 08' 00"	11.50	7.78	S82° 19' 23"W	12.88
C30	58.05	38° 26' 54"	86.50	30.16	N70° 52' 35"E	56.96
C31	39.69	26° 17' 20"	86.50	20.20	S76° 45' 17"E	39.34
C32	137.34	18° 35' 03"	423.42	69.28	N57° 32' 54"E	136.74
C33	147.75	22° 34' 30"	375.00	74.85	S55° 33' 10"W	146.80
C34	241.30	285° 03' 43"	48.50	0.00	S45° 44' 05"E	59.01
C35	167.45	22° 34' 30"	425.00	84.83	S55° 33' 10"W	166.37
C36	121.12	18° 35' 03"	373.42	61.10	N57° 32' 54"E	120.59
C37	74.49	10° 04' 48"	423.42	37.34	N53° 17' 47"E	74.40
C38	62.85	08° 30' 15"	423.42	31.48	N62° 35' 18"E	62.79
C39	82.96	12° 40' 34"	375.00	41.65	S60° 30' 09"W	82.80
C40	64.79	09° 53' 56"	375.00	32.48	S49° 12' 53"W	64.71
C41	10.54	52° 31' 52"	11.50	5.68	S18° 00' 00"W	10.18
C42	58.59	69° 12' 43"	48.50	33.47	N26° 20' 25"E	55.09
C43	50.26	59° 22' 38"	48.50	27.65	S89° 21' 55"E	48.04
C44	57.05	67° 23' 31"	48.50	32.34	S25° 58' 50"E	53.81
C45	75.41	89° 04' 51"	48.50	47.73	S52° 15' 21"W	68.04
C46	10.53	52° 30' 07"	11.49	5.67	N70° 30' 59"E	10.17
C47	56.98	07° 40' 53"	425.00	28.53	S48° 06' 22"W	56.93
C48	77.70	10° 28' 28"	425.00	38.96	S57° 11' 02"W	77.59
C49	32.78	04° 25' 10"	425.00	16.40	S64° 37' 51"W	32.77
C50	51.60	07° 55' 03"	373.42	25.84	N62° 52' 54"E	51.56
C51	69.52	10° 40' 00"	373.42	34.86	N53° 35' 23"E	69.42
C52	13.68	68° 07' 59"	11.50	7.78	N14° 11' 23"E	12.88
C53	238.96	158° 17' 00"	86.50	450.96	S59° 15' 54"W	169.90
C54	15.87	67° 21' 22"	13.50	9.00	S75° 16' 17"E	14.97
C55	51.79	34° 18' 15"	86.50	26.70	S02° 43' 29"E	51.02
C56	55.81	36° 58' 13"	86.50	28.92	S32° 54' 45"W	54.85
C57	54.69	36° 13' 30"	86.50	28.29	S69° 30' 36"W	53.78
C58	76.67	50° 47' 03"	86.50	41.06	N66° 59' 07"W	74.18
C59	284.05	130° 11' 52"	125.00	269.28	N05° 57' 06"E	226.76
C60	117.11	53° 40' 43"	125.00	63.25	N44° 12' 41"E	112.87
C61	166.94	76° 31' 09"	125.00	98.58	N20° 53' 15"W	154.81
C62						
C63	75.48	38° 47' 19"	111.50	39.25	S39° 35' 55"E	74.05
C64	6.39	04° 14' 05"	86.50	3.20	N05° 48' 05"E	6.39
C65	471.73	58° 45' 22"	460.00	258.97	S13° 44' 44"W	451.33
C66	306.21	38° 08' 24"	460.00	159.02	S62° 11' 37"W	300.59
C67	39.27	90° 00' 00"	25.00	25.00	N53° 44' 11"W	35.36
C68	407.45	27° 02' 21"	863.38	207.59	S22° 15' 21"E	403.68
C69	66.58	38° 48' 14"	98.32	34.63	S03° 46' 44"E	65.32
C70	39.13	12° 11' 23"	183.92	19.64	N17° 05' 09"W	39.06
C71	112.88	16° 10' 08"	400.00	56.82	N09° 24' 48"E	112.51
C72	23.56	90° 00' 00"	15.00	15.00	N62° 31' 21"E	21.21
C73	203.40	56° 50' 55"	205.00	110.96	S79° 05' 54"W	195.16
C74	22.47	51° 30' 30"	25.00	12.06	N76° 25' 41"E	21.73
C75	99.81	95° 18' 30"	60.00	65.83	S54° 31' 41"W	88.69
C76	6.42	00° 25' 34"	863.38	3.21	S08° 56' 58"E	6.42
C77	108.55	07° 12' 14"	863.38	54.35	S12° 45' 51"E	108.48
C78	40.23	02° 40' 10"	863.38	20.12	S17° 42' 03"E	40.22
C79	252.25	16° 44' 23"	863.38	127.03	S27° 24' 20"E	251.35

LINE	DIRECTION	DISTANCE
L1	N26° 56' 34"W	23.51
L2	N44° 15' 54"E	26.24
L3	N44° 15' 54"E	26.24
L4	N74° 49' 00"E	5.40

REAL PROPERTY RECORDS
 TRANSFER DEEDS


	CURVE LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
1	49.76	29° 46'32"	95.76	25.46	S41° 49'49"E	49.21
2	390.25	127° 46'07"	175.00	356.97	N07° 09'58"E	314.27
3	35.38	11° 35'06"	175.00	17.75	N50° 55'32"W	35.32
4	97.28	31° 51'04"	175.00	49.93	N29° 12'27"W	96.04
5	64.36	21° 04'24"	175.00	32.55	N02° 44'43"W	64.00
6	64.38	21° 04'39"	175.00	32.56	N18° 19'48"E	64.02
7	64.37	21° 04'35"	175.00	32.56	N39° 24'25"E	64.01
8	64.46	21° 06'19"	175.00	32.60	N60° 29'53"E	64.10
9	15.90	67° 28'28"	13.50	9.02	S37° 29'46"W	15.00
10	13.72	68° 20'37"	11.50	7.81	S26° 15'11"E	12.92
11	92.59	30° 18'56"	175.00	47.41	N45° 03'24"W	91.52
12	18.88	06° 10'59"	175.00	9.45	N57° 07'22"W	18.88
13	70.67	23° 08'11"	175.00	35.82	N42° 27'48"W	70.19
14	3.04	00° 59'46"	175.00	1.52	N30° 23'49"W	3.04
15	10.54	52° 31'52"	11.50	5.68	S56° 09'51"E	10.18
16	241.30	285° 03'43"	48.50	0.00	N60° 06'04"E	59.01
17	10.54	52° 31'51"	11.50	5.68	N03° 38'01"W	10.18
18	27.16	32° 04'51"	48.50	13.94	N66° 23'22"W	26.80
	39.58	46° 45'21"	48.50	20.97	N26° 58'16"W	38.49
	48.15	56° 53'10"	48.50	26.27	N24° 51'00"E	46.20
21	45.07	53° 14'22"	48.50	24.31	N79° 54'46"E	43.46
22	59.94	70° 48'57"	48.50	34.48	S38° 03'35"E	56.20
23	21.40	25° 17'02"	48.50	10.88	S09° 59'24"W	21.23
24	66.14	30° 18'56"	125.00	33.86	N45° 03'24"W	65.37
25	37.32	17° 06'19"	125.00	18.80	N38° 27'06"W	37.18
26	28.82	13° 12'37"	125.00	14.47	N53° 36'34"W	28.76
27	13.65	67° 59'14"	11.50	7.75	S85° 38'45"W	12.86
28	97.73	64° 44'15"	86.50	54.83	N84° 01'16"E	92.62

811 BARTON SPRINGS ROAD
AUSTIN, TEXAS 78704-1164
PH. (512) 474-5500

DRN	JB	10-28-1997
DES		- -
CHK	WHR	10-28-1997
APP		- -

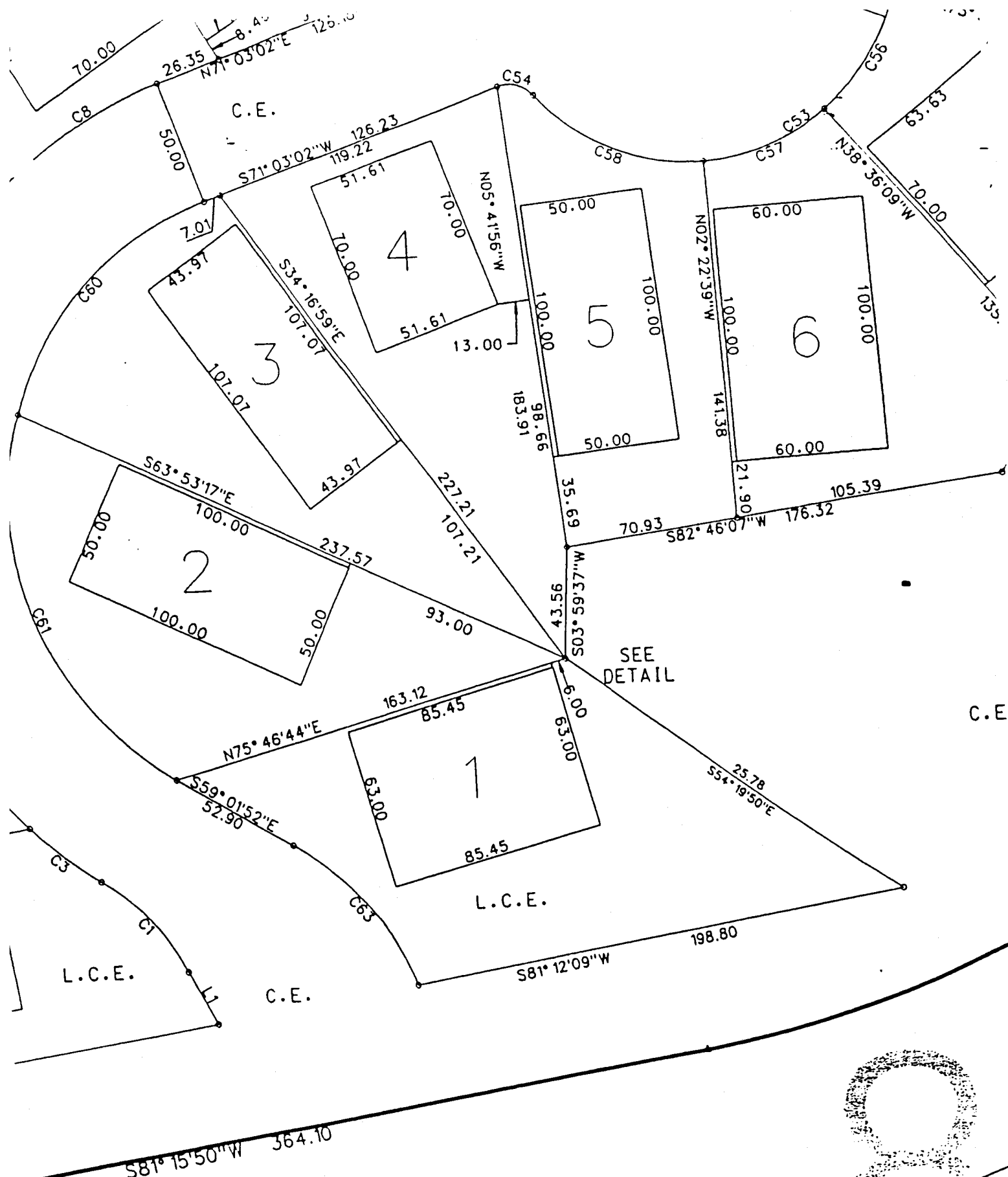
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RUST Environment & Infrastructure, Inc.

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Rust Environment & Infrastructure Inc.
Consulting Engineers, Scientists and Planners
811 Barton Springs Road, Suite 400, Austin, Texas 78704-1164
TRAVIS COUNTY, TEXAS

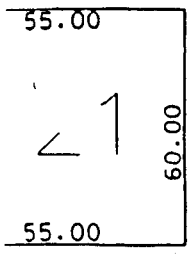
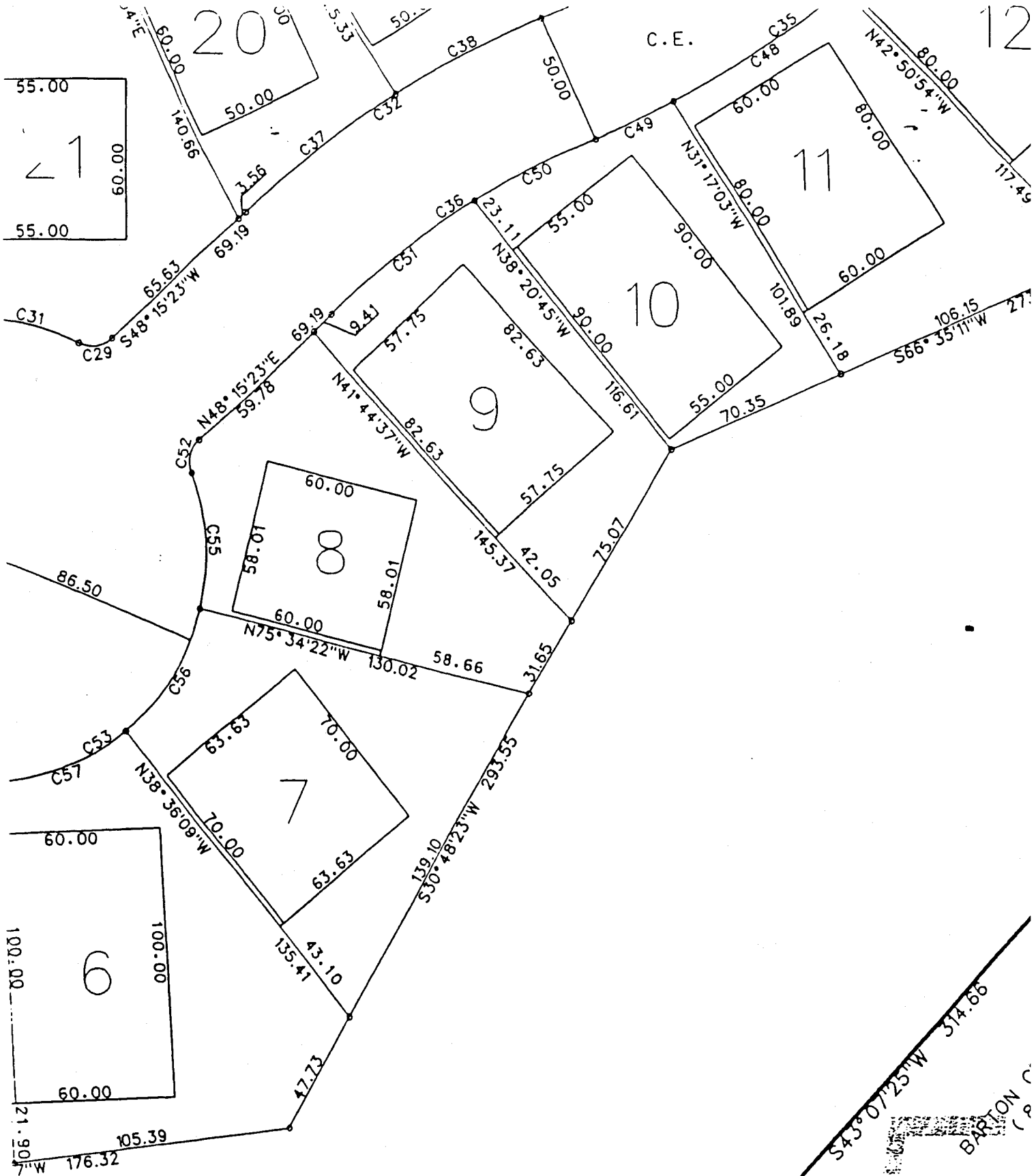
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REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

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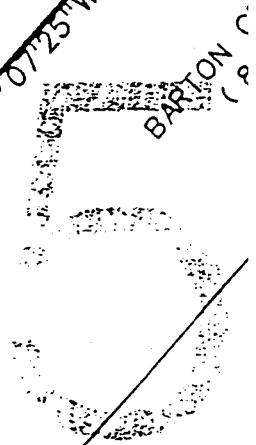
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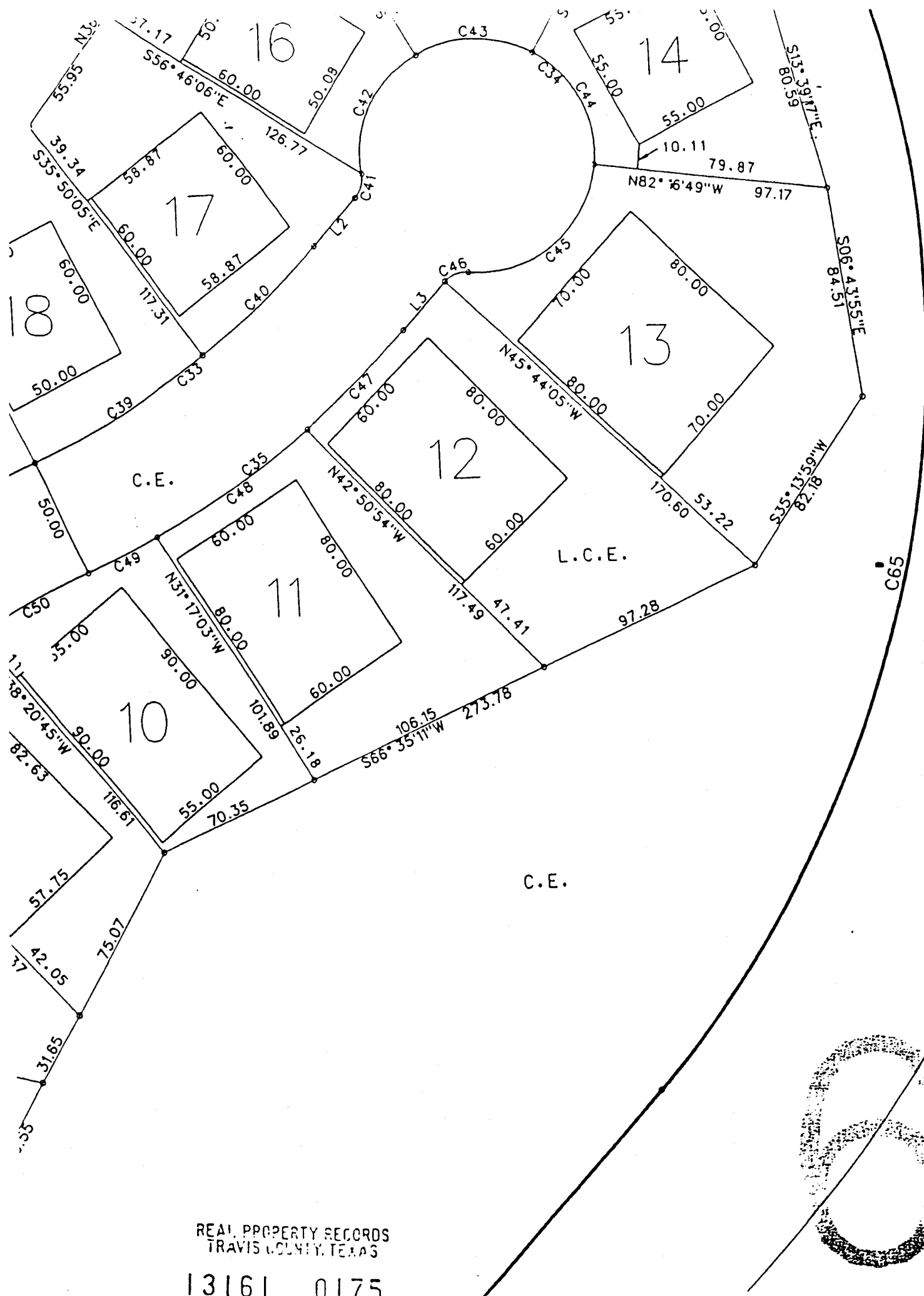


REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

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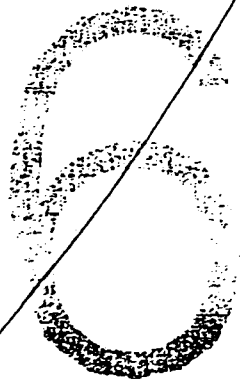
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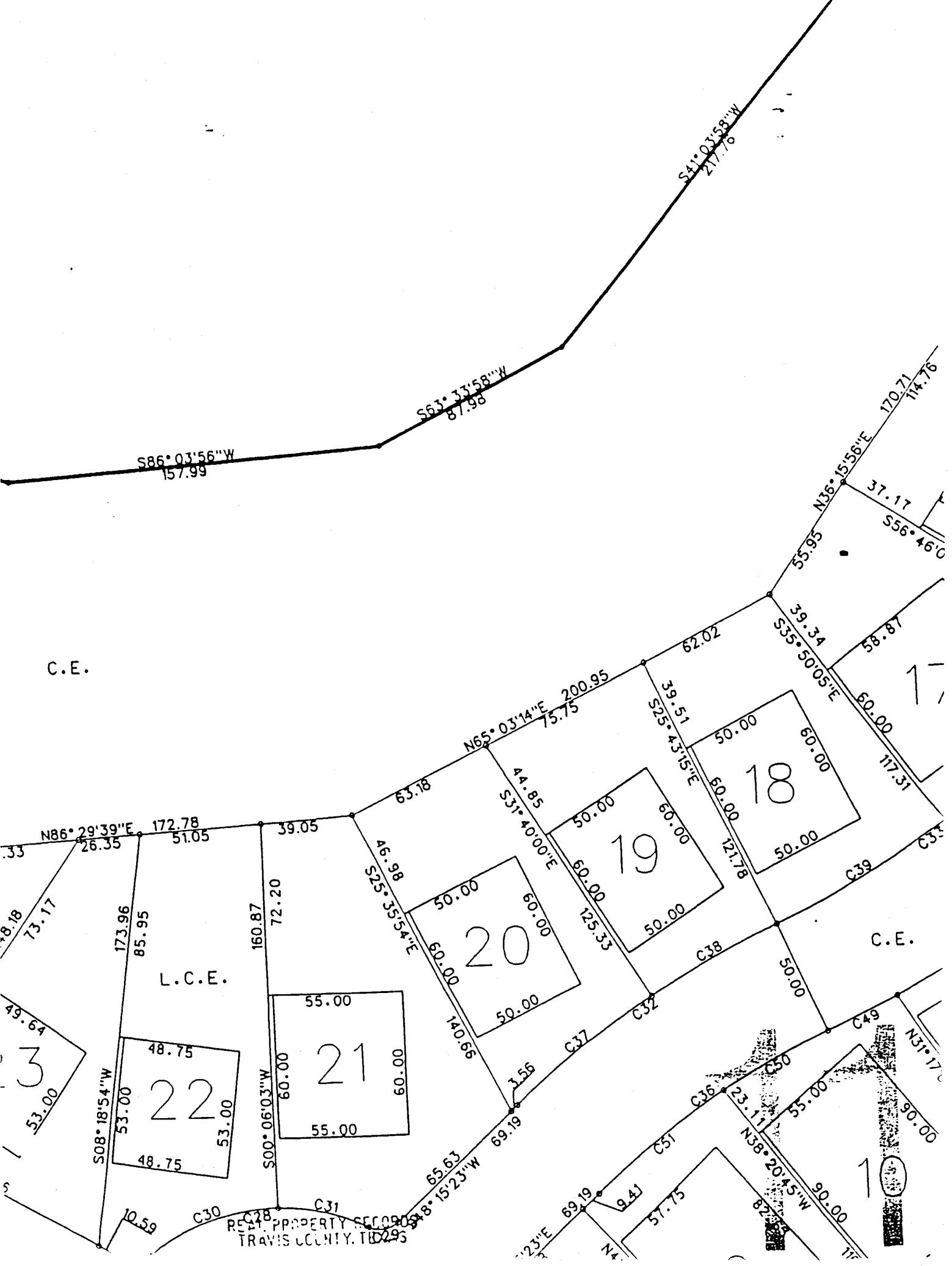




REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

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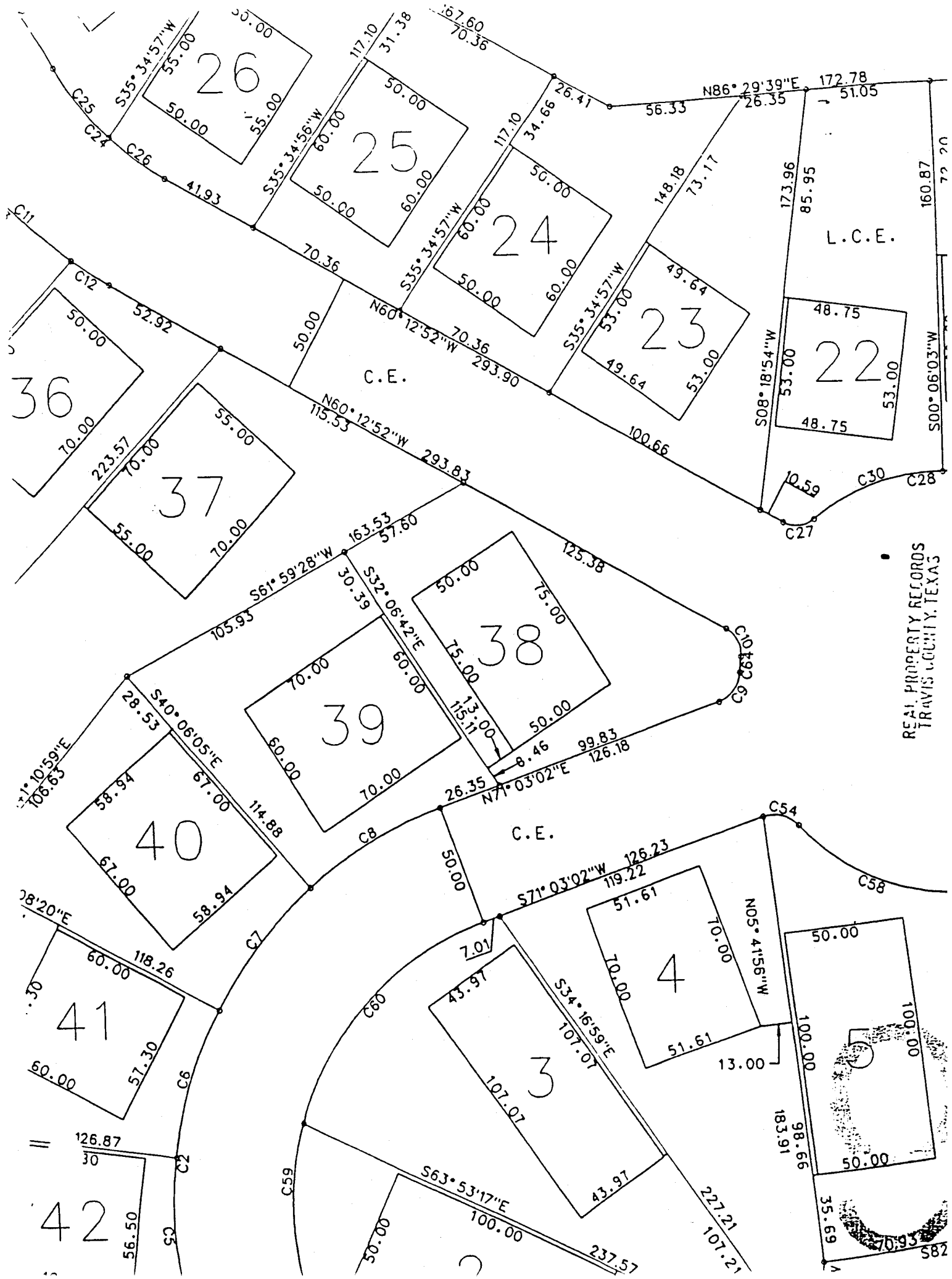


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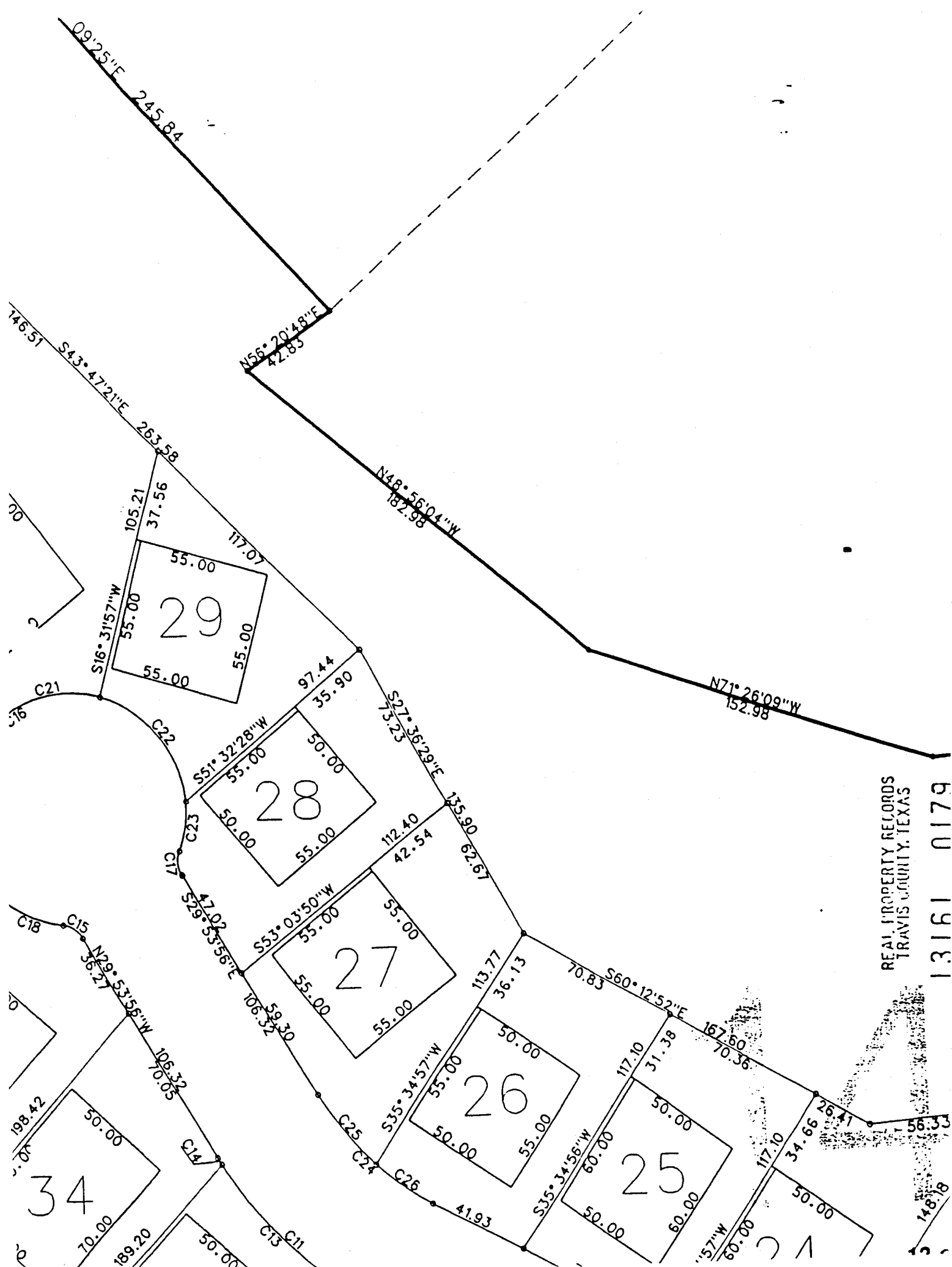
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REPT. PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



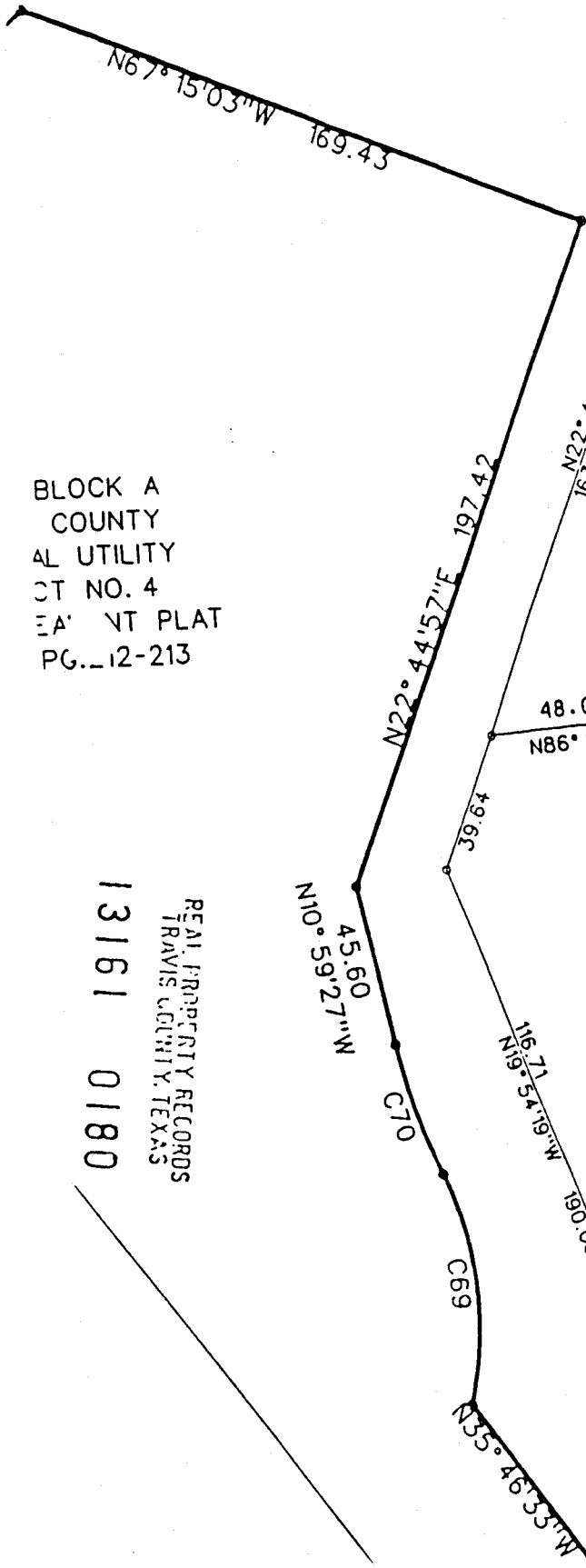
REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
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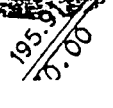
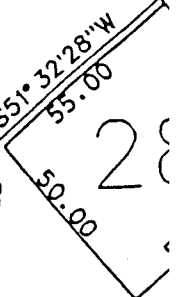
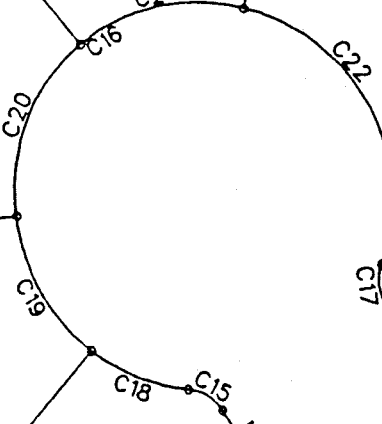
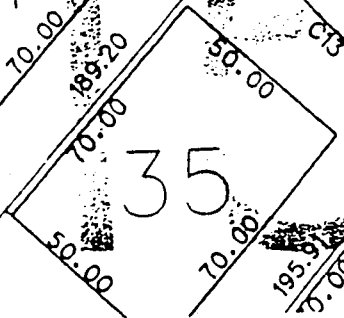
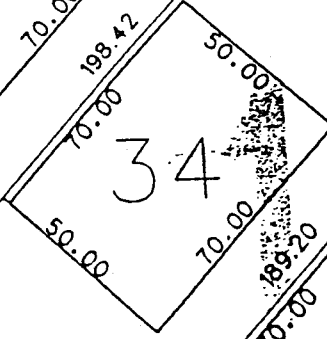
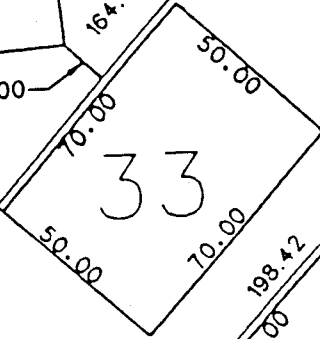
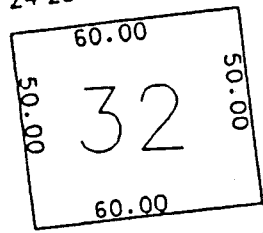
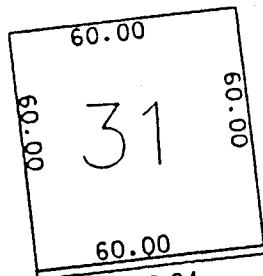
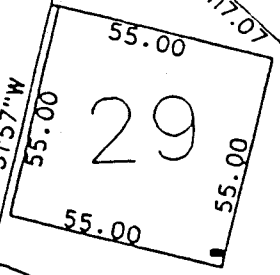
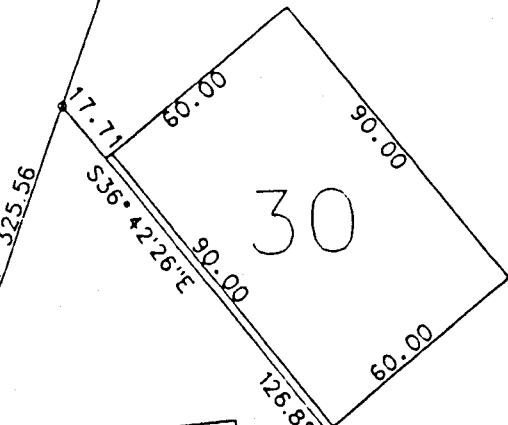
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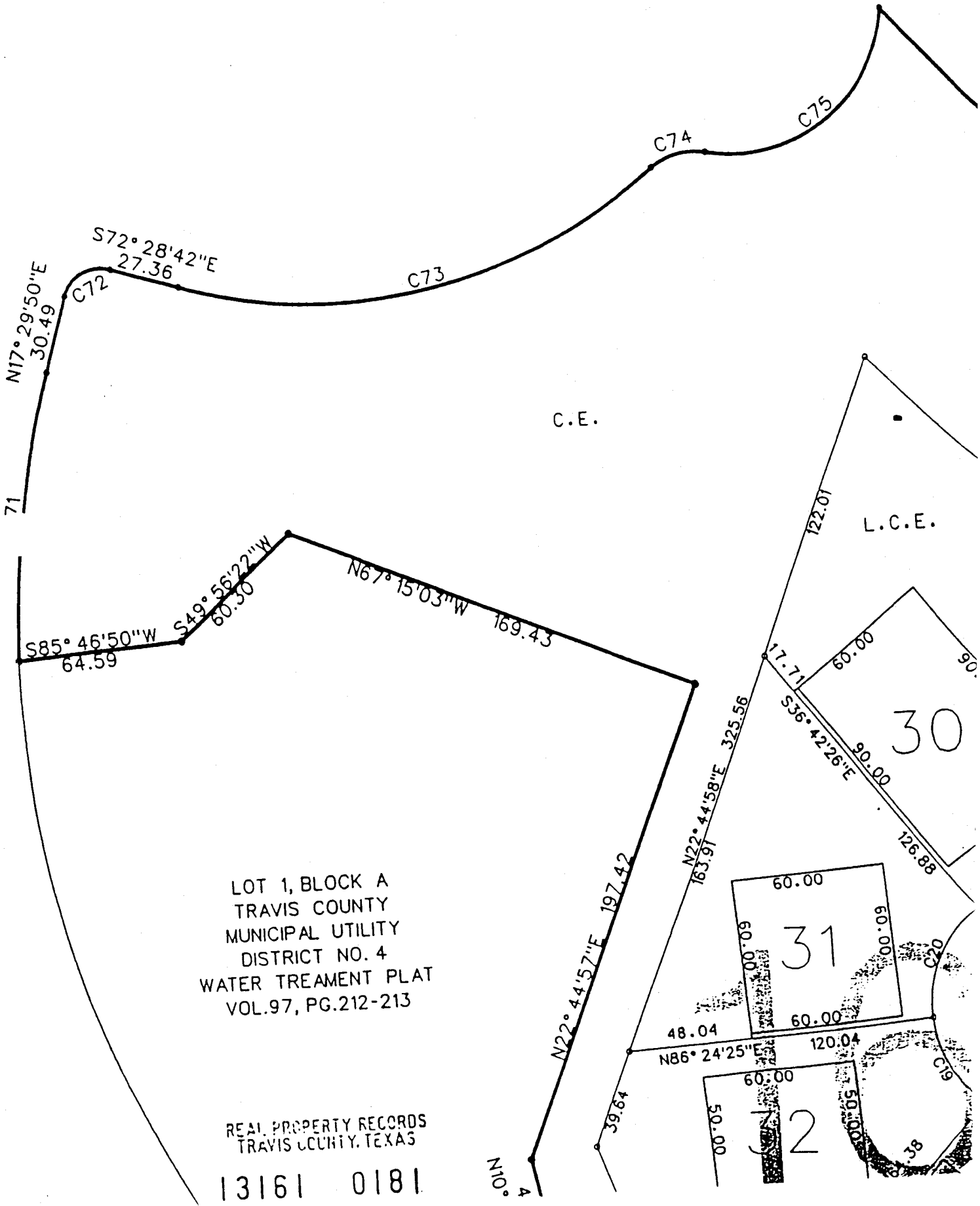
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BLOCK A
 COUNTY
 AL UTILITY
 CT NO. 4
 EA' NT PLAT
 PG. 12-213

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 REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

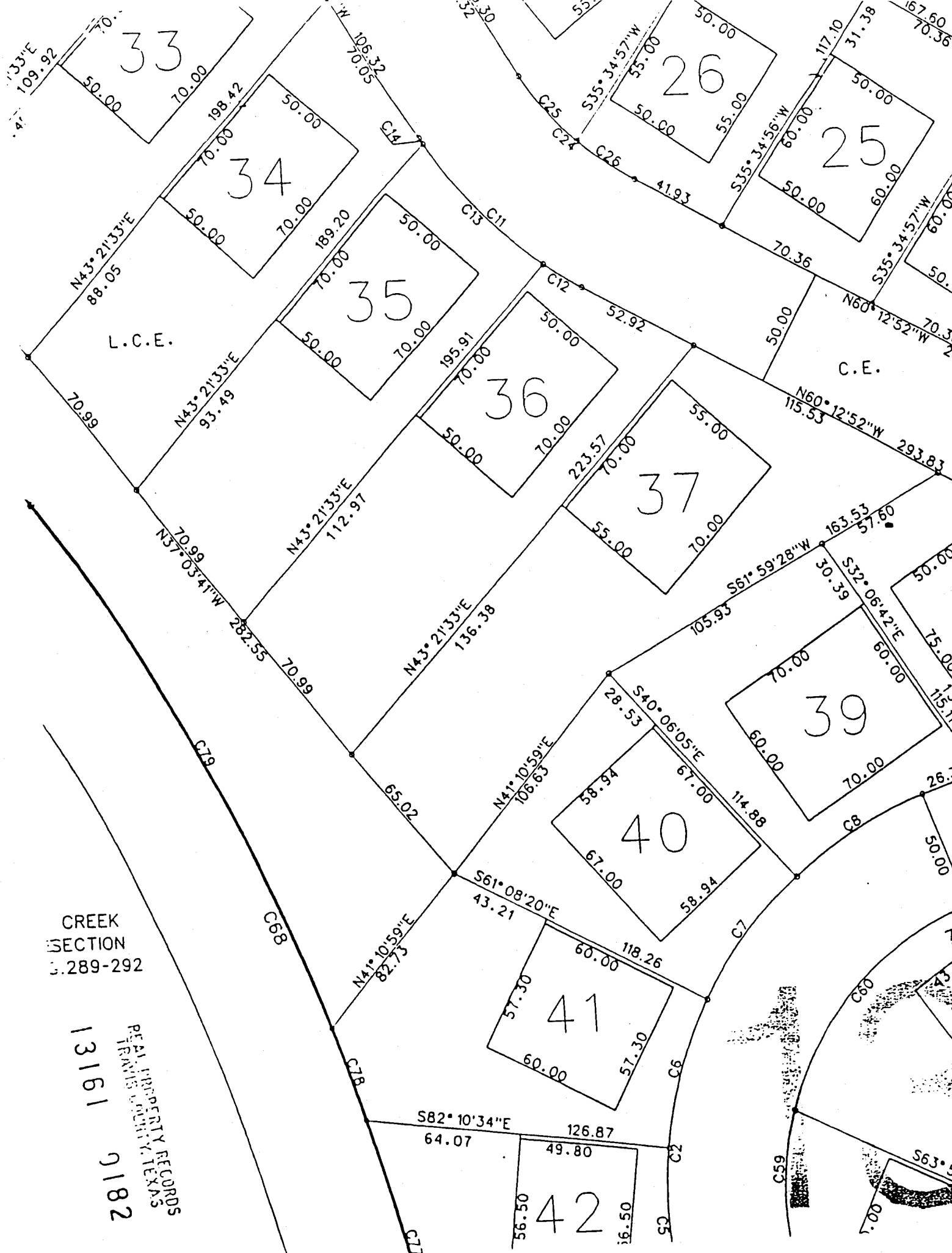




LOT 1, BLOCK A
TRAVIS COUNTY
MUNICIPAL UTILITY
DISTRICT NO. 4
WATER TREATMENT PLAT
VOL.97, PG.212-213

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13161 0181



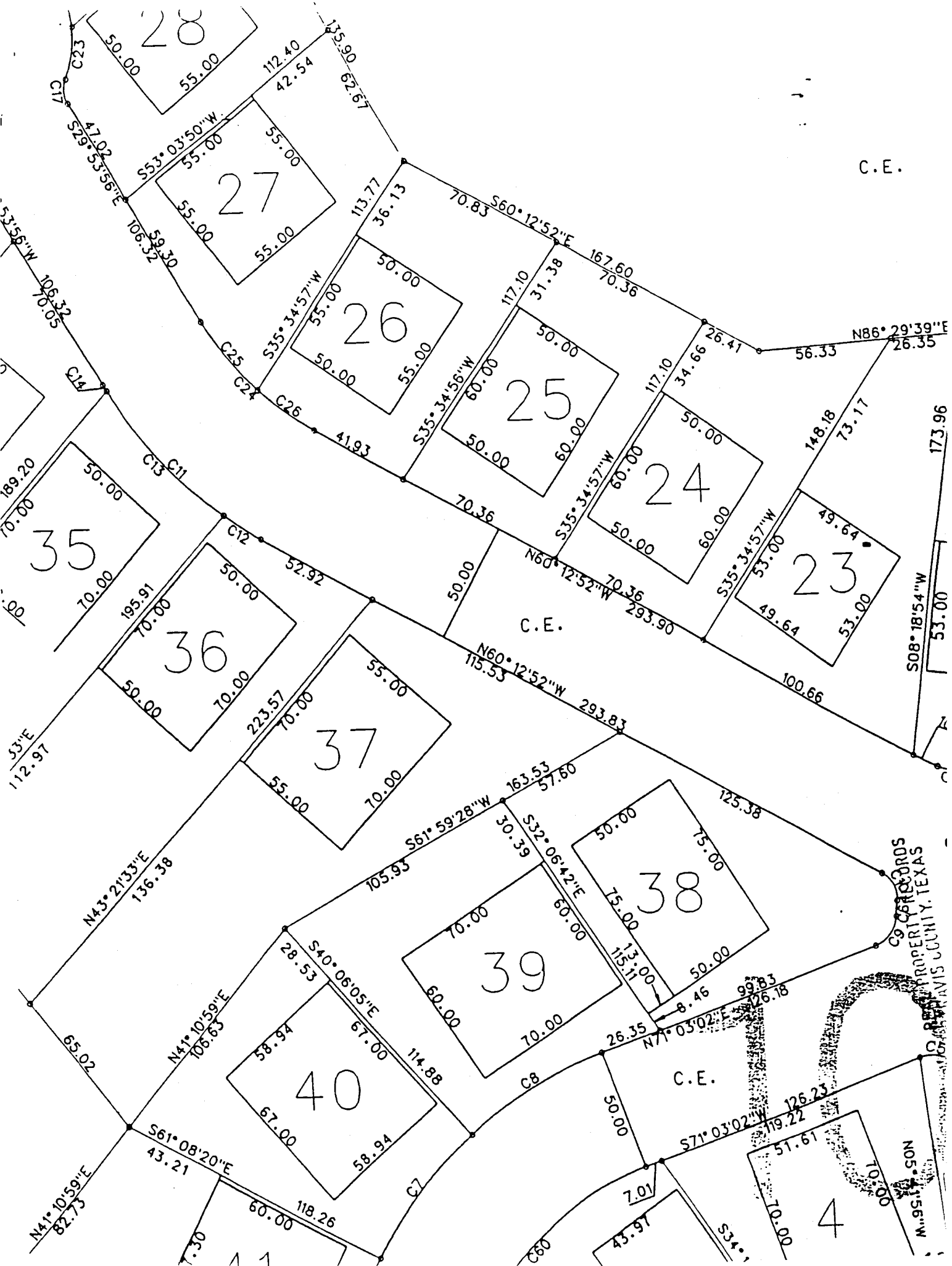
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CREEK
SECTION
289-292

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TARRANT COUNTY, TEXAS

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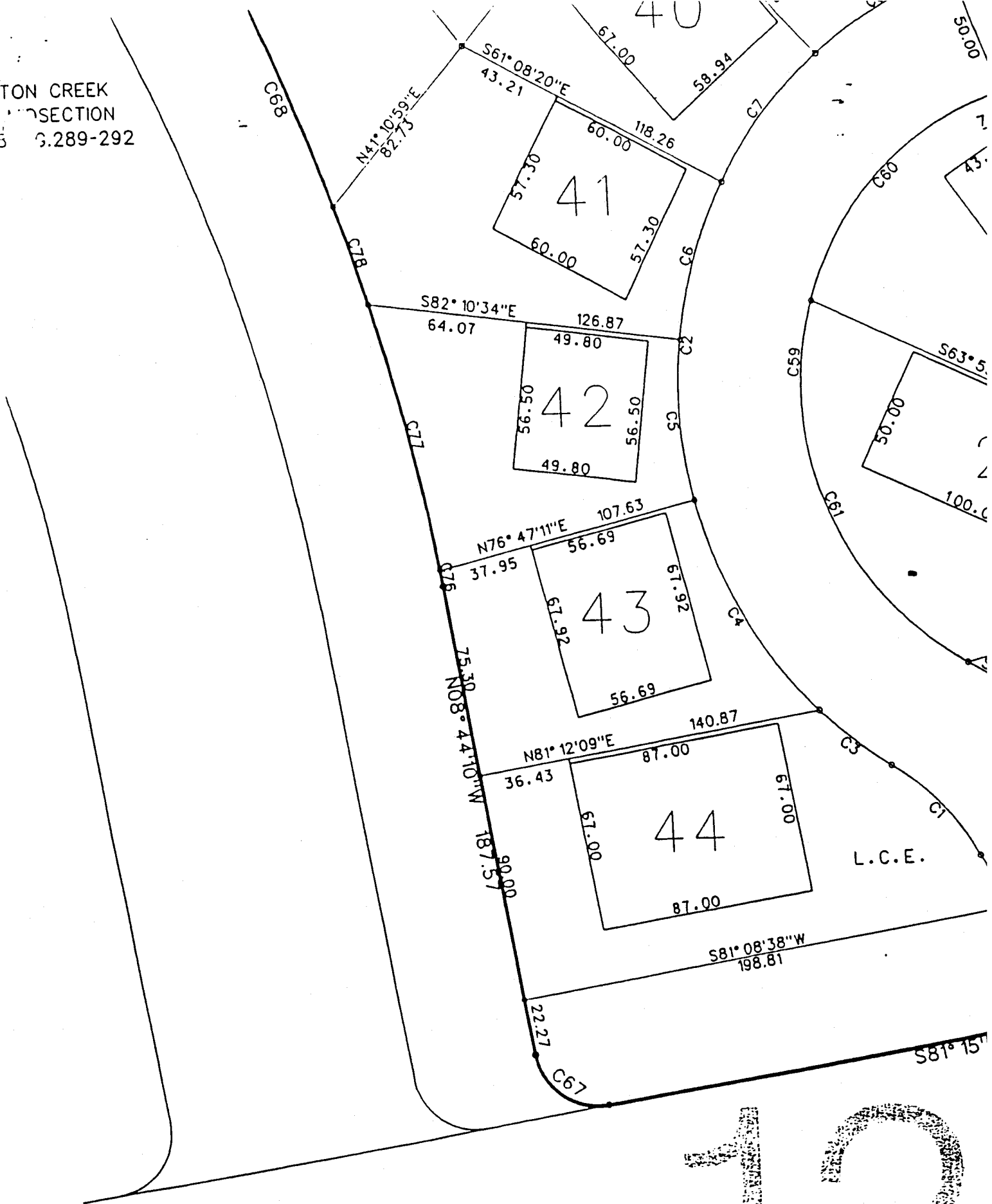


COUNTY RECORDS
 PROPERTY, TEXAS
 DAVIS COUNTY, TEXAS

M. J. SON

4

TON CREEK
SECTION
3 G.289-292



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13161 0184

12

EXHIBIT "A-3"

DESCRIPTION OF RECORDED EASEMENTS

1. Restrictive covenants recorded in Vol. 11324, Page 707, Vol. 11706, Page 726, Vol. 12110, Page 1340, Vol. 12881, Page 1132, Vol. 12942, Page 656, Vol. 13055, Page 1, Vol. 12942, Page 696, Vol. 12942, Page 675, Vol. 12945, Page 335, Vol. 12942, Page 668, and Vol. 12942, Page 704, all of the Real Property Records of Travis County, Texas; and Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
2. A wastewater easement located in the northwest corner of the property, granted to The Estates of Barton Creek Utilities, Inc., as described in Vol. 11802, Page 406, of the Real Property Records of Travis County, Texas, and is subject to the conditions and stipulations contained therein; and is additionally shown on the plat recorded in Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
3. A utility and access easement (blanket-type) for the benefit of Barton Creek Utilities, Inc., as described in Vol. 11970, Page 407, of the Real Property Records of Travis County, Texas.
4. Two 15' wide wastewater easements located along the southerly property line fronting a portion of Barton Creek Blvd., granted to Barton Creek Utilities, Inc., as described in Vol. 12577, Page 217, and Vol. 12610, Page 470, of the Real Property Records of Travis County, Texas; and is additionally shown on the plat recorded in Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
5. A water line easement located along a portion of the southeasterly property line fronting a portion of Barton Creek Blvd., granted to Barton Creek Utilities, Inc., as described in Vol. 12577, Page 237, of the Real Property Records of Travis County, Texas; and is additionally shown on the plat recorded in Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
6. A water line easement located across a portion of the property, granted to Barton Creek Utilities, Inc., as described in Vol. 12600, Page 1310, of the Real Property Records of Travis County, Texas; and is additionally shown on the plat recorded in Vol. 100, Pages 28-30, of the Real Property Records of Travis County, Texas.
7. A 10' wide public utility easement reserved along Barton Creek Blvd., as shown and described on the plat of record in Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
8. A sight line easement of varied width, reserved along a portion of Barton Creek Blvd., as shown on the plat of record in Vol. 100, Pages 28-30, of the Plat Records of Travis County, Texas.
9. An undivided one-sixteenth (1/16th) interest of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, except as set forth in the instrument recorded in Vol. 4491, Page 1003, of the Real Property Records of Travis County, Texas.
10. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in an instrument recorded in Vol. 7367, Page 180, of the Real Property Records of Travis County, Texas.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

28582.1-040998

13161 0185

11. Subject to all utility construction agreements by and between Travis County MUD's No. 3, and No. 4, and LS Development, Ltd.
12. All terms, conditions, and provisions of that certain Designation of Water Quality Protection Zone. dated Aug. 7, 1995, of record in Vol. 12495, Page 20, of the Real Property Records of Travis County, Texas.
13. All terms, conditions, and provisions of that certain Agreement Regarding Utility Reimbursements dated May 23, 1997, by and between FM Properties Operating Co., and LS Development, Ltd., of record in Vol. 12942, Page 641, of the Real Property Records of Travis County, Texas.

Return:

Robert D. Burton
Ambrust Brown & Davis, L.L.P.
1000 Congress Ave., Suite 1300
Austin, TX 78701

FILED
98 APR 14 PM 2:56
DANA DESEAUVOIR
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

APR 14 1998



Dana DeSeauvoir
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

RECEIPT#: B00105625 TRANS#: B6354 DEPT: REGULAR RECORD \$113.00
 CASHIER: KHTUE FILE DATE: 4/14/98 TRANS DATE: 4/14/98
 PAID BY: CHECK# 14165

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS