

SUPPLEMENTAL DECLARATION NO. 2 TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEWIS MOUNTAIN RANCH
PHASES TWO AND FOUR

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

WHEREAS, FLAT ROCK INVESTMENT CORP., a Texas Corporation (“Declarant”), pursuant to Article X of that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One dated October 4, 1989 and recorded in Volume 11065, Page 0799 of the Real Property Records of Travis County, Texas (the “Declaration”), covering Lewis Mountain Ranch – Phase One, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Volume 88, Pages 21-25 of the Plat Records of Travis County, Texas, providing, among other things, that Declarant shall have the right, in its sole discretion, to annex Additional Property at a future time, by executing and recording a Supplemental Declaration thereto describing such additional tract(s) and stating its intention to bring the same within the Declaration;

NOW, THEREFORE, Declarant hereby declares pursuant to Article X of the Declaration that, effective as of the date of this Supplemental Declaration that, there shall be brought within the terms and provisions, contained therein, the additional tracts of real property located in Travis County, Texas, described as follows:

- (i) Lots Fifty through Sixty, and Lots Eighty-seven through Ninety-three (50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 87, 88, 89, 90, 91, 92, 93) LEWIS MOUNTAIN RANCH PHASE TWO, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 90, Pages 27 – 29, Plat Records of Travis County, Texas; and
- (ii) Lots Sixty-one through Eighty-six (61, 62, 63, 64, 65, 66,67,68, 69,70, 70-A, 71, 72, 73, 74, 75, 76, 77, 78, 79, 79-A, 80, 81, 82, 83, 83-A, 84, 85, & 86) LEWIS MOUNTAIN RANCH PHASE FOUR, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 91, Pages 222 – 225, Plat Records of Travis County, Texas.

Furthermore, the following lots now constitute the subdivision Lewis Mountain Ranch:

Phase One: lots 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 30A, 31, 31-A, 32, 33, 34, 35, 36, 37, 43, 44, 45, 46, 47, 48, 49;

Phase Two: lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 87, 88, 89, 90, 91, 92, 93

Phase Three: lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 38, 39, 40, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104; and

Phase Four: lots 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 70-A, 71, 72, 73, 74, 75, 76, 77, 78 79, 79-A, 80, 81, 82, 83, 84, 85, & 86

Executed as of this 14th day of May, 1993 to be effective March 30, 1993

SIGNATURE BLOCK AND NOTARY FOLLOW

**SUPPLEMENTAL DECLARATION NO. 3 TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEWIS MOUNTAIN RANCH
PHASES TWO AND FOUR**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

WHEREAS, FLAT ROCK INVESTMENT CORP., a Texas Corporation (“Declarant”), pursuant to Article XI of that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One dated October 4, 1989 and recorded in Volume 11065, Page 0799 of the Real Property Records of Travis County, Texas (the “Declaration”), covering Lewis Mountain Ranch – Phase One, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Volume 88, Pages 21-25 of the Plat Records of Travis County, Texas, providing, among other things that the rights of Declarant hereunder are fully assignable to any person, association, or entity and any and all obligations and duties of the Declarant are fully delegable and assignable to any person, association or entity.

NOW, THEREFORE, Declarant hereby declares pursuant to Article XI of the Declaration that, effective as of the date of this Supplemental Declaration that all duties and obligations of the Declarant as set forth in the Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One and the Supplemental Declaration No. 1 and No. 2 to these Declaration shall be assigned to:

IDM Corp., a Texas Corporation
9171 Capital of Texas Highway North
Houston Building, Suite 300
Austin, Texas 78759

SIGNATURE BLOCK AND NOTARY FOLLOW

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LEWIS MOUNTAIN RANCH – PHASE ONE

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS DECLARATION, made on the date and year below written, by Flat Rock Investment Corporation, a Texas corporation, hereinafter referred to as the “Declarant”, and Jesus Turullols, a resident of Travis County, Texas, hereinafter referred to as “Turullols”,

W I T N E S S E T H:

ARTICLE I

DEFINITIONS

Section 1.01 Additional Property shall mean such tract or tracts, parcel or parcels of land, other than the Property, made subject to the Restrictions by Declarant in accordance with the provisions of Article X hereof.

Section 1.02 Annual Maintenance Charge shall mean the assessment made and levied by the Board against each Owner and such Owner’s Lot in accordance with the provisions of these restrictions.

Section 1.03 Architectural Control Committee shall mean the committee created pursuant to Article VI hereof. Such Architectural Control Committee shall hereinafter sometimes be referred to as the “ACC” or the “Committee”.

Section 1.04 Architectural Control Committee Rules shall mean such rules as adopted by the ACC pursuant to the authority contained in Article VI hereof. Such rules shall hereinafter be referred to as the “ACC Rules”.

Section 1.05 Articles of Incorporation shall mean the Articles of Incorporation of the Association.

Section 1.06 Association shall mean Lewis Mountain Ranch Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.07 Board or Board of Directors shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of these Restrictions.

Section 1.08 Bylaws shall mean the Bylaws of the Association.

Section 1.09 Common Areas shall mean those portions of the Property so designated as such on the Plat of the Property or any Additional Property, or so designated by the Declarant in any Supplemental Declaration.

Section 1.10 Commencement of Construction shall mean the first on-site work for construction, including, but not by way of limitation, clearing of trees, excavation or site preparation for the purpose of foundation.

Section 1.11 Commercial Property shall mean all those certain tracts or parcels of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 1.12 Declarant shall mean the Flat Rock Investment Corporation, a Texas Corporation, its successors and assigns that have been designated by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Office of the County Clerk of Travis County, Texas.

Section 1.13 Declaration shall mean the covenants, conditions, and restriction herein set forth in this entire document, as the same may be from time to time amended.

Section 1.14 Development Plan shall mean the plan for development of a Lot which is required to be submitted to the ACC pursuant to Article VI hereof.

Section 1.15 Dwelling Unit shall mean a residential unit other than a mobile home providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating and cooking.

Section 1.16 Exterior Area shall mean the portion of the Lot not covered by a Dwelling Unit.

Section 1.17 Family shall mean an individual, or two or more persons related by blood, marriage, or adoption, or a group of not more than three (3) unrelated persons living together as a single housekeeping unit in a Dwelling Unit.

Section 1.18 Improvement(s) shall mean anything erected, constructed, placed laid or installed in, on, or over the Property, including but not limited to buildings, outbuildings, storage sheds, garages, porches, patios, decks, stairs, fences, walls, swimming pools, tennis courts, signs, poles, antennas, tanks, exterior heating or air conditioning equipment, driveways, parking areas, walks and landscaping of every kind and type.

Section 1.19 Lot shall mean each parcel of land shown as a lot on a recorded Subdivision Plat of the Property and designated on such Subdivision Plat by a separate

number. Lot shall also mean the Commercial Property, whether or not it is subsequently subdivided.

Section 1.20 Owner(s) shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any lot. Owner shall include a purchaser of a Lot under an executory contract for deed. The foregoing does not include persons or entities who hold interest in any Lot merely for the security for the performance of an obligation. If any Lot is leased, the term Owner(s) shall include lessees.

Section 1.21 Permitted Land Uses shall mean those types of land uses listed and defined in Section 3.01 hereof, and as may be further limited, modified or expanded by any amendment or supplement to this Declaration.

Section 1.22 Property shall mean and refer to that certain real property situated in Travis County, Texas, more particularly described as follows:

Lots 10 through 17, 17a, 18 through 30, 30a, 31, 31a, 32 through 37, 43 through 49, and Lot 94 (which Lot 94 has been dedicated to the City of Austin as a Park), Lewis Mountain Ranch Phase One, according to the plat thereof recorded in Book 88, Pages 21 through 25, Plat records of Travis County, Texas, and all amendments and modifications thereto.

Those certain tracts or parcels of land located at the entrance to the Subdivision on both sides of the intersection of F.M. Highway 1826 and Lewis Mountain Drive, being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes; which parcels are herein also called the "Commercial Property".

Section 1.23 Restrictions shall mean the covenants, conditions, easements, reservations, and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Lots and Common Areas in the Subdivision as set out in this instrument or any amendment thereto.

Section 1.24 Rules and Regulations shall mean the rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

Section 1.25 Subdivision shall mean the Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto and all Additional Property.

Section 1.26 Supplemental Declaration shall mean any Supplemental Declaration of Covenants, Conditions, and Restrictions filed for record by Declarant in the Office of the County Clerk of Travis County, Texas to add Additional Property hereto.

Section 1.27 Visible From Neighboring Property shall mean with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property. A neighboring property shall be any Lot having a common lot line except for the intervention of a street, road, right-of-way or easement.

ARTICLE II PROPERTY SUBJECT TO RESTRICTION

Section 2.01 General Description. Declarant hereby declares that the Property is and shall be held, conveyed, developed, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or supplemental from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of the Declarant, all Owners, all other signatories hereto, and their respective heirs, successors, successors in interest, and assigns.

Section 2.02 Description of Property. The Property subject to this Declaration is all Property described in Section 1.22, together with any Additional Property added hereto by Declarant by Supplemental Declaration.

ARTICLE III LAND USE

Section 3.01 Permitted Land Uses. No part of the Property (except for the Commercial Property) shall be used or improved for any purpose except for one detached Dwelling Unit for one Family per each respective Lot, in conformity with the Declaration, the ACC Rules, and all applicable State, County and Municipal laws, rules, regulations, codes or ordinances. Mobile homes are expressly prohibited. Notwithstanding anything contained in this Declaration to the contrary, the Commercial Property may be used for any lawful commercial, professional, retail, civic or business purpose, provided such use is in conformity with applicable provisions of this Declaration, the ACC Rules, and all applicable State, County and Municipal Laws, rules, regulations, codes or ordinances.

Section 3.02 Development Plan. Each Owner shall be required to submit a detailed Development Plan for approval by the ACC pursuant to the provisions of Article VI hereof prior to commencement of construction of an Improvement. Each Lot shall be developed, used and maintained in accordance with the Development Plan approved by the ACC.

Section 3.03 Time of Construction.

(a) Construction and Improvement shall be continuous and proceed in an orderly fashion without interruption and any Improvement on a Lot shall be completed in a reasonable time, not to exceed twelve (12) months from the Commencement of Construction.

(b) The foundation for any Improvement shall be completed within forty-five (45) days after the Commencement of Construction.

ARTICLE IV IMPROVEMENTS

Section 4.01 Requirements. All Improvements (including those constructed on Commercial Property) shall be subject to the following requirements and those requirements shown on the applicable Plat of the Property, and each item must be included in the Development Plan submitted and approved in writing by the ACC prior to the commencement of construction. Once approved, no Improvement may vary from the Development Plan without further approval of the ACC.

(a) Set Backs. All city, county and Plat building setback requirements will be observed. No Dwelling Unit shall be located nearer than fifteen (15) feet to any interior Lot line nor nearer than twenty-five (25) feet to any front Lot line.

(b) Minimum Floor Areas. All Dwelling Units shall have a floor area of not less than two thousand (2,000) square feet, exclusive of porches (open and closed), patios, garages, balconies or decks.

(c) Height and Location Limitations. The height and location of each Improvement shall be shown on the Development Plans. The ACC shall have the right (but not obligation) to impose limitations on the height and location of any Improvement to preserve lines of sight and views enjoyed by neighboring Lots. The ACC may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the ACC may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the ACC nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

(d) Exterior Color Schemes and Materials. All Improvements shall be constructed of at least seventy-five (75%) percent stone or masonry or other material specifically approved in writing by the ACC. All color and materials to be used in all Improvements shall be in accordance with the published ACC Rules in effect at the time the Development Plans are submitted to the ACC. The ACC reserves the right to impose additional limitations on all Improvements shown on the Development Plans.

(e) Sewage Disposal. Private sewage disposal systems may be constructed on any Lot until such time as an approved sewage collection system is installed in the Subdivision and made available to each Lot.

(f) Roofing Materials. All roofing materials used must be a minimum of 240 pound composition material and be fire resistant. The ACC reserves the right to impose additional limitations on all Improvements shown on the Development Plans.

(g) Driveways. Each Lot must be accessible to any adjoining street by a driveway suitable for such purposes before the Dwelling Unit located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches) or drainage gutters on curb and gutter streets. The ACC shall approve all elevation and slope requirements for all driveways. All driveways shall be constructed of concrete from the curb of the street to at least five feet (5') past the front Lot line. The balance of the driveway may be asphalt, concrete, or tile. All driveways shall be at least twelve feet (12') wide, except that at the curb, the driveway shall be at least eighteen feet (18') wide and shall taper at a forty-five (45°) degree angle to the final width of the driveway at a point three feet (3') from the curb. The ACC shall publish driveway design specifications from time to time. All culverts shall be installed to Travis County and City of Austin standards in effect at the date of installation.

(h) Driveway and Address Monument Lighting. The Owner of each Dwelling Unit shall construct and be responsible for maintaining an outside address monument and light located within three feet (3') of the point where the left side of the driveway (as facing the lot from the street) providing access to the Dwelling Unit and the street to which such driveway connects. Such address monument and light shall meet all specifications established by the ACC and shall include a photosensitive switch such that the light automatically remains on during night hours. The Association shall have the right to maintain such address monument and light if the Owner fails to do so and shall be entitled to assess the Owner for the cost of such maintenance, and any such assessment shall be due and payable immediately upon billing and shall be secured in the same manner as the Annual Maintenance Charge.

(i) Mailboxes. No separate mail boxes will be allowed. Community mail boxes will be provided in the Subdivision.

(j) Garbage Containers. The ACC shall have the right to require each Owner to subscribe to a specific location for trash service.

(k) Tanks. The ACC shall have the right to approve the location of any tank used or proposed in connection with an Improvement, including tanks for storage of fuel, water, oil or gas and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be Visible From Neighboring Property.

(l) Exterior Lighting. The ACC shall have the right to approve the location, number, size and design of all proposed exterior lighting.

(m) Landscaping. Prior to occupancy thereof and thereafter, all front yards of all Lots must, as a minimum requirement, have shrubs and other landscaping planted adjacent to the front of all Dwelling Units constructed thereon to screen from view the foundation of such Dwelling Units, unless otherwise approved in writing by the ACC. All Commercial Property must be landscaped in accordance with City of Austin Landscape Ordinances then in effect, whether or not the Commercial Property is then subject to such Landscape Ordinance.

Section 4.02 Fences, Walls and Hedges.

(a) Each Owner of a domestic pet shall be required to erect and maintain a fenced enclosure for keeping and maintaining of the domestic pets allowed pursuant to

Section 5.01 hereof. Such enclosure shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

(b) No barbed wire shall be allowed in the construction of any fence on the Property. Any fence, wall, hedge or other similar Improvement must be included in the Development Plans with respect to location, height and type of material and must be approved in writing by the ACC.

Section 4.03 Towers and Antennas. No visible antenna or other service for the transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or otherwise, without prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television or radio signal on any other Lot.

Section 4.04 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements.

Section 4.05 Temporary Structures – Occupancy During Construction. No trailer, basement of any incomplete building, tent, shack, garage or barn and no temporary building of any kind shall be used at any time for a residence on the Property either on a temporary or permanent basis.

Section 4.06 Signs. No sign shall be erected or maintained on any Lot except the following types of signs:

(a) Such signs which may be required by legal proceedings.

(b) During the time of construction of any building or other Improvement, one (1) job identification sign not larger than three (3) feet by four (4) feet having a face area not larger than twelve (120 square feet).

(c) Not more than two (2) residential identification signs (street number and/or name of Owner) for a maximum combined total face area of one hundred forty-four (144) square inches, unless otherwise specified by the ACC in its published ACC Rules.

(d) Such signs, of the number, type and size of which have been approved in advance by the ACC for developers or builders.

(e) One (1) “for sale” sign to advertise that a Lot and Improvements thereon are being offered for sale and having a face area not larger than six (6) square feet.

Section 4.07 Alteration of Improvements. No alterations, repairs, excavations or other work which in any way alters the exterior appearance of any Improvement within the Property from its natural or improved state existing on the date a Lot was first

conveyed to the current Owner shall be made or done without the prior written approval of the ACC.

Section 4.08 Solar Equipment. All solar panels or other solar collection devices must be constructed as an integral part of the architectural design of any Improvement and the design and installation thereof is subject to the approval of the ACC. The ACC may further approve solar panels or other solar collection devices to be added to any Dwelling Unit if the same are totally screened from the view of any and all streets and adjacent properties in the Subdivision or if incorporated into the architectural design of the Dwelling Unit.

Section 4.09 Garages. Each Dwelling Unit shall have, either as an integral part of or attached to the Dwelling Unit or as a separate detached structure, a garage capable of accommodating at least two (2) but not more than four (4) standard-size passenger automobiles. All garages shall have a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All overhead doors shall be electrically operated and shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. All garages must have garage doors constructed or faced with wood siding or wood shingles or any similar material in order to be harmonious in quality and color with the exterior of the Dwelling Unit.

ARTICLE V RESTRICTIONS

Section 5.01 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, snakes, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash or under voice control. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

Section 5.02 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot including setback areas, utility easements, drainage easements, or other public rights-of way which traverse such Owner's Lot or on which such Owner's Lot abuts properly cultivated, pruned, free of trash, and other unsightly material.

Section 5.03 Clothes Drying Facilities. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be Visible From Neighboring Property or from streets.

Section 5.04 Hunting/Trapping/Firearms. Hunting, trapping and discharge of firearms are expressly prohibited within the Property.

Section 5.05 Dumping. Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

Section 5.06 Waste. The commission of waste is expressly prohibited within the Property.

Section 5.07 Mineral Exploration. No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals including oil, gas, gravel, rocks, earth or earth substances of any kind shall be permitted within the Property.

Section 5.08 Business Activities. No business or commercial activity to which the general public is invited shall be conducted within the Property.

Section 5.09 Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be carried on on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other part of the Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Lot which are audible from neighboring parts of the Property.

Section 5.10 Garbage. No garbage or trash shall be placed or kept on any Lot except in covered containers or standard type. In no event shall such containers be maintained so as to be Visible From Neighboring Property. All rubbish, trash, and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any Lot. No garbage or trash shall be permitted to be buried on any Lot at any time.

Section 5.11 Vehicles and Equipment. No bus, truck larger than a 3/4 ton pick-up, semi-trailer, tractor, machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading), maintained, constructed, reconstructed, or repaired on any part of the Property. Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers and recreational vehicles of any sort or type must be placed in such a manner that they will not be Visible From Neighboring Property or from streets. No motorized vehicle of any

kind may be operated in any manner which is dangerous, noisy or which creates a nuisance.

Section 5.12 Emergency or Temporary Maintenance Vehicles. The provisions of this Declaration shall not prevent any emergency vehicle repairs or operation of an emergency vehicle, ambulance, etc., within the Property. The provisions of this Declaration shall also not prevent the operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement.

Section 5.13 Continuing Adequacy of Repair or Maintenance. Each Owner shall maintain his Lot, Dwelling Unit, and Improvements in good order and repair and in accordance with these Restrictions at all times, including, without limitation, the driveway and the landscaping in Owner's front yard, which must be kept in a neat, attractive and manicured condition. Not more than five percent (5%) of any front yard of a Lot may be covered by rock material without ACC approval. If the requirements of this Section are not satisfied, the ACC or Association, at its election, may cause such maintenance, repair and good order to be maintained, in which case the cost of same shall be billed by the Association to the Owner of the subject Lot, and same shall be paid by such Owner. Any such charges shall be due immediately and shall be secured and bear interest in the same manner as provided for the Annual Maintenance Charges.

Section 5.14 Storage. Any wood pile or other storage pile shall be located so as not to be Visible From Neighboring Property or streets.

Section 5.15 Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the ACC shall be used on any of the Property. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended.

Section 5.16 Rentals. No portion of a Lot, other than the entire Lot together with the Improvements thereon, may be rented or leased, and then only to a single Family.

Section 5.17 Resubdivision. No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner, other than Declarant, and no portion of any such Lot, or any easement or any other interest (other than a security interest or rental or lease) therein, shall be conveyed or transferred by any Owner. Declarant reserves the right to change Lot lines and resubdivide the Property at any time and from time to time. Each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as his or its lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the resubdivision of any Lot or portion thereof, in accordance with the terms of this Declaration. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the dissolution or resignation of Declarant, (iv) may be exercised for each Owner individually or by listing

all of the Owners and executing any instrument with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all assignees and successors of each owner.

Section 5.18 Combining of Lots. An Owner of two or more contiguous Lots may combine said Lots into one Lot. Such combination shall be at the sole expense of said Owner. After combination, the resulting Lot shall be treated as one Lot for all purposes of this Declaration.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Section 6.01 Establishment and Composition. There is hereby established an Architectural Control Committee (ACC), which shall consist of three (3) regular members.

The following persons are hereby designated as the initial members:

<u>Position</u>	<u>Name</u>	<u>Address</u>
Office No. 1	Richard S. Kemp	3701 Bee Caves Road, #103 Austin, TX 78746
Office No. 2	David J. Liss	3701 Bee Caves Road, #103 Austin, TX 78746
Office No. 3	David Armstrong	3701 Bee Caves Road, #103 Austin, TX 78746

Members of the ACC shall serve without salary or pay (except for reimbursement of reasonable expenses) and none of the members shall be required to be an architect or to meet any other particular qualification for membership.

Section 6.02 Voting. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the Committee. In the event of absence or disability of one (1) or more regular members, the remaining member or members, even though less than a quorum, may designate an alternate member to act or substitute for an absent or disabled regular member for the duration of such absence or disability. The alternate member so designated shall be entitled to vote in place of the regular member for whom he so substitutes. Notwithstanding the foregoing provisions, the ACC is not authorized to act unless at least one (1) regular member is present, if action is taken without a meeting, unless at least one (1) regular member consents to writing thereto.

Section 6.03 Terms of Office. The term of each ACC member appointed shall be for a period of five (5) years and thereafter until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed.

Section 6.04 Appointment and Removal. Except as provided below, the right to appoint and remove all regular members and alternate members of the ACC at any time, with or without cause, shall be, and hereby is, vested solely in the Declarant. However, Declarant may assign such powers of appointment and removal to the Association, when formed, or at any other time deemed appropriate by Declarant.

Section 6.05 Resignations. Any regular member or alternate member of the ACC may resign at any time from the Committee by giving written notice thereof to the Declarant or to such other person(s) or entity as may succeed to the Declarant's powers of appointment and removal.

Section 6.06 Vacancy. Vacancies on the ACC, however caused, shall be filled by the Declarant or such other person(s) or entity as may succeed to the Declarant's powers of appointment and removal. A vacancy shall be deemed to exist in case of death, resignation or removal of any regular or alternate member.

Section 6.07 Transfer of ACC Authority. The duties, rights, powers and authority of the ACC constituted hereby may be assigned to the Association, in whole or in part, at the concurrence of (1) a majority of the regular members of the ACC, and (2) Declarant or such other person (s) or entity as may succeed to the Declarant's powers of appointment and removal. From and after the date of such assignment, the Association shall have the right, authority and powers, and shall be obligated to perform the functions of the ACC as provided herein.

Section 6.08 Address. The address of the ACC shall be In Care of Kemp Properties, 3701 Bee Caves Road, #103, Austin, TX 78746 or such other place as may time to time be designated by the ACC by written instrument recorded in the Real Property Records of Travis County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

Section 6.09 Duties.

(a) General: It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Development Plans or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

(b) Consultant: The ACC, may, but need not, hire specialized consultants and incur expenses up to Two Hundred (\$200.00) Dollars to aid it in reviewing plans and their incidents. The cost of such specialized consultants and expenses shall be considered to be a cost of the Development Plan of the Lot Owner and payment of such costs shall be considered a filing requirement of the Development Plan and such Development Plan will not be considered unless and until such costs are paid.

Section 6.10 Meetings. The ACC shall meet from time to time as necessary to perform its duties hereunder. Subject to provisions of Section 6.02 above, the vote of a majority of the members at a meeting shall constitute the act of the Committee. The

Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

Section 6.11 Action Without Formal Meeting. The ACC, in accordance with Section 6.02 hereof, may take action without formal meeting by unanimously consenting in writing on any matter which they might consider at a formal meeting. Such unanimous written consent shall constitute the act of Committee.

Section 6.12 Procedure for Submission and Approval of Development Plan.

(a) Submission and Approval of a Development Plan shall be in accordance with the Rules promulgated by the ACC, as authorized by Section 6.14 hereof.

(b) If the ACC fails to approve or disapprove any material or Development Plan submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt, it shall be conclusively presumed that the Committee has approved such materials submitted. If the Committee requests additional or amended materials or an amended Plan during the initial thirty (30) day period or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are required to be delivered to and received by and accepted for by the Committee. Additional fifteen (15) day extensions shall occur if further additional or amended materials are requested or required during any subsequent extension period. If the additional or amended materials are not received on or before the required date, then the Development Plan shall be automatically disapproved.

Section 6.13 Waiver and Estoppel. The approval of the ACC of any Plan, specifications or drawings or any materials accompanying it shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right to withhold approval of any similar Plan, drawing, specification or matter subsequently submitted for approval.

Section 6.14 ACC Rules. The ACC shall have the authority to adopt, amend, and to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

Section 6.15 Decisions Conclusive. All decisions of the ACC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ACC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

Section 6.16 Liability. Neither the ACC nor any member thereof shall be liable to any Owner, or any other person, association, or entity, or any damage, loss or prejudice

suffered or claimed on account of: (i) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of the proposed Improvement; (v) whether or not the location of the proposed Improvement on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 6.17 Modifications and Waivers. The ACC, upon such terms and conditions, upon payment of such fees or expenses, and for such procedures, as it may prescribe, may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article IV of this Declaration, or of the ACC rules, applicable to any Improvement or use of, in, on or abutting any Lot. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (esthetically, economically, or otherwise) to the Owner of any other Lot. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in opposition to the application prior to the decision, at its discretion. The Committee shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one copy to the applicant, and retain one copy in its records. Without limiting the general applications of such section, the provisions of Section 6.15 and Section 6.16 of this Article shall apply to the actions and the decisions of the Committee and its members under this Section.

Section 6.18 Governmental Agency Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of a governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to the approval of a Plan, or as additional insurance to the Committee that the Improvements and uses of an approved Plan meet governmental requirements, or for both such purposes.

Section 6.19 Fees. The ACC shall have the right to require a submission fee for each proposed Development Plan, which fee shall initially be not less than seventy-five (\$75.00) Dollars.

ARTICLE VII EASEMENTS

Section 7.01 Existing Easements. The Subdivision Plats of the Property have dedicated for use as such, subject to the limitations set forth therein, certain streets, rights-of-way and easements shown thereon, and such Subdivision Plats establish dedications, limitations, reservations and restrictions applicable to the Property. Further, Declarant and Declarant's predecessors in title have, prior to the Property becoming subject to this Declaration, granted, created, and dedicated by recorded instrument(s), certain other easements, restrictions, rights-of-way and related rights affecting the Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and all grants and dedications of easements, rights-of-way and restrictions, related rights, made by Declarant or Declarant's predecessors in title, prior to the property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

Section 7.02 Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements and rights-of-way for the purpose of most efficiently and economically installing the Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, 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 limitations, gas, water, waste water, electricity, telephone, cable television and drainage), in favor of any person or entity, along and on either or both sides of any along the rear of any Lot line, which such easement shall have a maximum width of seven and one-half (7.5) feet on each side or rear line of such Lot.

Section 7.03 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, waste water, gas, telephone, electricity, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 7.04 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of such Owner's

Improvements require. All public utility easements shown on the Plats or created herein may be used for the construction, use and maintenance of underground drainage facilities.

Section 7.05 Easements for Access by Declarant. The Declarant shall have the right and permanent easement to enter upon any and all Lots in the Property for the purpose of maintenance, repair, removal of drainage obstructions and for the inspections as to compliance with this Declaration. The Declarant shall have the right to enter any Lot for the purpose of correcting any violation of any covenant herein. This right may be assigned by the Declarant to the Board.

Section 7.06 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE VIII PROPERTY OWNERS ASSOCIATION

Section 8.01 Function of Association. The Lewis Mountain Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), when formed by the Declarant, shall have the right, power and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring, and operation of (i) the Common Areas of the Subdivision; (ii) the entry to the Subdivision; (iii) any amenities constructed in the Subdivision by the Declarant or the Association for the benefit of the Owners; (iv) any portion of the Subdivision which has been dedicated to the public and which is supposed to be maintained by a public entity, but to which additional maintenance is required in the opinion of the Declarant or the Board of Directors of the Association in order to maintain or enhance the quality of the Subdivision or the use and enjoyment thereof by the Owners; (v) the duties of the ACC if such duties have been assigned and delegated to the Board of the Association (or a committee thereof) by the Declarant; (vi) any duty or function which the Declarant or a majority of the Owners direct the Association to perform; (vii) any property conveyed to the Association by the Declarant; and (viii) any other duty, function, right or obligation imposed upon the Association by this Declaration, as amended or supplemented.

Section 8.02 Management of the Association. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss, and reappoint all of the members of the Association's Board of Directors to ensure the stability of the Association and to administer the Association's and the Subdivisions' affairs, until the first meeting of the Members of the Association is held in accordance with the provisions of Section 8.05 and a Board of Directors is elected. The Board of Directors elected at the first meeting of the Members of the Association is herein called the "First Elected Board". The Board of

Directors appointed by Declarant pursuant to the provisions of this Section 8.02 is herein called the "Appointed Board".

The Appointed Board may engage the Declarant or any entities, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration, and operation of the Subdivision. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision as a viable single family residential development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 8.03 Membership in Association. Each Owner, including Declarant during the period of time in which Declarant owns any Lot, shall be a Member of the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

Section 8.04 Voting of Members. There shall be two classes of membership in the Association. Class A Member shall be all persons (other than the Declarant) owning one or more Lots. Class B Members shall be the Declarant. The Class B membership shall terminate upon the first to occur of (a) when the then Class B Member so designates in writing delivered to the Association, (b) five (5) years after of the date of the recording of this Declaration, or (c) when both seventy-five percent (75%) of the Lots in the Subdivision are owned by persons other than the Declarant and the Declarant owns less than ten (10) acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time constructed) which are capable of becoming Additional Property. When entitled to vote, each Member shall be entitled to one (1) vote for each Lot owned by that Member. Until such time as Class B membership terminates, the Class B Member shall be vested with the sole and exclusive voting rights except on such matters as to which this Declaration, the Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members. In the event that ownership interest in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then none of such Members shall be

allowed to vote. All members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

Section 8.05 Meetings of the Members.

(a) The first meeting of Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given no later than thirty (30) days after both seventy-five (75%) of all of the Lots in the Subdivision have been sold by the Declarant and a deed recorded in the Office of the County Clerk of Travis County, Texas for each such Lot and the Declarant owns less than ten (10) acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time constituted) which are capable of becoming Additional Property. The First Elected Board shall be elected at the first meeting of the members of the Association.

(b) Thereafter, annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified in the Bylaws.

Section 8.06 Election and Meetings of the Board of Directors. The Board of Directors shall be elected and shall meet in the manner set forth in the Bylaws.

Section 8.07 Disputes. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or Association, including appointment of committees to consider and recommend resolution of any such disputes.

Section 8.08 Professional Management. The Board may retain, hire, employ, or contract with such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration, and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

Section 8.09 Board Actions in Good Faith. Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members, or any other person.

ARTICLE IX
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 9.01 Payment of Annual Maintenance Charge. Each Lot, (except Commercial Property) shall be subject to an Annual Maintenance Charge of One Hundred Twenty (\$120.00) Dollars per year. The amount of the Annual Maintenance Charge for each Lot may be increased or decreased by the Board from time to time, but not more often than once per year. However, beginning January 1, 1995, if any such

change increases the Annual Maintenance Charge by more than twenty percent (20%) of the amount of the Annual Maintenance Charge in the preceding calendar year, the change must be approved by a vote of at least a majority of the votes of each Class of Members, by written vote taken not less than ten (10) days prior to the thirty-first (31st) day of January of the year in which such increase is scheduled to become effective.

Section 9.02 Payment of Annual Maintenance Charge by Declarant.

Notwithstanding anything to the contrary herein, all Lots while owned by the Declarant shall be exempt from the payment of an Annual Maintenance Charge.

Section 9.03 Maintenance Fund. The Annual Maintenance Charges collected by the Board shall be paid into the Maintenance Fund and shall be held, managed, invested, and expanded by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by the way of illustration and not by way of limitation, expand the Maintenance Fund for the administration, management, and operation of the Subdivision and for the landscaping, maintenance, insuring, repair, and operation of, and the construction of improvements on, the Common Areas and the entry way into the Subdivision; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; payment of ad valorem taxes assessed on and the insuring of property owned or controlled by the Association, and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful misdeeds.

Section 9.04 Special Assessments. The Association may levy and collect Special Assessments to pay in whole or in part the cost of any major repair or maintenance expenses (to the extent that the Board determines that the Annual Maintenance Charges assessed for any period are insufficient for the continued operation of the Subdivision and maintenance of the Common Areas) or replacement of capital improvement without the approval or concurrence of the Members. A “major repair or maintenance expense” means any repair to or maintenance of an existing capital improvement that exceeds \$300.00. “Replacement of a capital improvement” means replacement of any existing capital improvement. The Association may levy or collect a Special Assessment for the acquisition of a new capital improvement provided the Special Assessment is approved by a vote of at least eighty percent (80%) of the votes of each class of Members. The Special Assessment shall be due and payable within sixty (60) days from the date the Special Assessment is approved by the members.

Section 9.05. Enforcement of Annual Maintenance Charge and Special Assessment.

(a) The Annual Maintenance Charge assessed against each Owner shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the thirty-first (31st) day of each January thereafter. Any such amount not paid and received by the tenth (10th) day of

each February thereafter shall be deemed delinquent, and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid. Any mortgage lender having a first lien purchase money mortgage on a Lot in the Subdivision shall be entitled to anticipate and collect such Annual Maintenance Charge from the Owner thereof as part of the required escrow payments made by the Owner to the mortgage lender, provided, that such mortgage lender remit such escrow amount to the Association on or before January 31 of each calendar year.

(b) To secure payment of the Annual Maintenance Charge and Special Assessments levied hereunder, and any other sums due hereunder (including without limitation interest, late fees or delinquency charges), a vendor's lien an superior title shall be and hereby is reserved in and to each Lot and Dwelling Unit and is hereby assigned and transferred (without recourse on or warranty by Declarant) to the Association, which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Section 9.05 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements, or refinancing thereof. The collection of such Annual Maintenance Charge, the Special Assessment and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amount, including interest, costs, and attorney's fees shall be chargeable to and be an obligation of the defaulting Owner. The voting rights of any Owner in default in the payment of the Annual Maintenance Charge, Special Assessment or other charge owing hereunder for which an Owner is liable, may be revoked by action of the Board for the period during which such default exists.

(c) Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Office of the County Clerk of Travis County, Texas, of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(d) Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessment and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Lot, each Owner by acceptance of such deed expressly GRANTS, BARGAINS, SELLS, and CONVEYS to the President of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessment and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President

of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Travis County, Texas. In the event of the election of the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Travis County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public venue after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth and to make due conveyance to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators, and successors. The trustee shall give notice of the time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of the sale at the Courthouse door of Travis County, Texas and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Council. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

(e) At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

(f) It is the intent of the provisions of this Section to comply with the provisions of Section 51.002 of the Texas Property Code, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to these Restrictions filed in the Office of the County Clerk of Travis County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 9.06 Equality of Assessments and Charges. Any Assessments or charges under this Article 9, whether annual or special, payable by each Lot shall be determined by dividing the total Assessment or Charge fixed by the Association by the total number of Lots in the Subdivision.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

Section 10.01 Addition by Declarant. Declarant hereby declares that it presently contemplates that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, Additional Property to the Subdivision. These Restrictions shall become effective with respect to any such annexed Additional Property on the date on which there is filed for record in the Office of the County Clerk of the county or counties in which the same are located, a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the Additional Property; list the Lots that will then constitute the Subdivision; refer to these Restrictions; declare that these Restrictions shall apply to and affect such Additional Property; and shall contain such additions, deletions, and modifications to these Restrictions with respect to the Additional Property as the Declarant, in its sole discretion, shall deem necessary or appropriate to distinguish the Additional Property from the remainder of the Subdivision, or as may be necessary or desirable for any other reason. Upon the filing of the Supplemental Declaration, each Lot comprising the Additional Property shall be included within the definition of Lots as set forth in Article 1 hereof. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the annexation of Additional Property. Annexation of Additional Property may be accomplished by Declarant without the consent of any other party or entity.

Section 10.02 Encompassing Nature of the Restrictions. Upon the filing of a Supplemental Declaration in compliance with the provisions of Section 10.01 hereof, the powers and responsibilities of the Board shall be co-extensive with regard to all property included within the Subdivision, as expanded, and the Board, pursuant to the provisions of these Restrictions, shall constitute the Board for the Subdivision, as expanded, and the rights, obligations, and duties of each Owner shall be determined in the same manner that the rights, obligations, and duties of the Owners were determined prior to the recordation of such Supplemental Declaration. The Board shall thereupon continue to maintain one Annual Maintenance Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, and operation of the Subdivision, as expanded, and the Subdivision, as expanded, shall be deemed to be a single family residential project for the purposes, and in accordance with the provisions, of these Restrictions.

Section 10.03 Additional Property Not Subject to Restrictions Until Annexation. These Restrictions, including but not limited to this Article X, do not presently create any interest in or with respect to the Additional Property, and these Restrictions shall not affect in any manner all or any part of such Additional Property unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this Article X. In that regard, Declarant specifically reserves the right not to annex to these Restrictions certain property currently owned by Declarant lying between F.M. Highway 1826 and La Plata Loop and Young Lane; it being understood

that such property currently owned by Declarant may be developed, marketed, sold and used for MULTI-FAMILY or COMMERCIAL uses rather than SINGLE FAMILY uses.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Cost of Performance. Cost and expense in performing any obligation or responsibility in this Declaration shall be borne by the person or entity charged with such performance or responsibility.

Section 11.02 Extension of Time for Performance. If the performance of any act or obligation under this Declaration is prevented or hindered by an act of God, war, labor disputes or other cause or causes beyond the control of the person or entity responsible for such performance, then the time for performance of such act or obligation will be extended for the period that such performance was prevented or delayed by such cause.

Section 11.03 Breach not Ground for Rescission. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision thereof.

Section 11.04 Notice Before Enforcement. Except where damage or injury to persons or Property is imminent as a result of the performance, or a failure to perform, or the defective performance of any obligation or restriction imposed by this Declaration or where animals are involved, no proceeding for the enforcement of the restrictions, covenants, conditions, right and duties imposed, allowed or granted by this Declaration shall be commenced until ten (10) days written notice of wrongful performance, defective performance or failure of performance, is given to the person or entity responsible for such performance by the person or entity seeking enforcement. Such notice shall be deemed to be given if deposited in the U.S. Mail, mailed postage prepaid, certified, return receipt requested and said ten (10) days shall commence with the date of posting thereof.

Section 11.05 Enforcement. Declarant or any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure by Declarant or Owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

Section 11.06 Covenants to Run with the Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Owner of any Lot therein, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date of this Declaration is recorded in the Real Property

Records of Travis County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of five (5) years.

Section 11.07 Modification or Repeal During Initial Term. Any of the provisions of this Declaration may be amended, modified, supplemented or repealed during the initial thirty (30) year term by a recorded written instrument, executed and acknowledged by the Owners of not less than seventy-five (75%) percent of the Lots. Provided, however, no such amendment, modification, supplement or repeal shall be effective within the first five years of these Restrictions unless the Declarant or its successors or assigns joins in the approval of same. And provided further, that during the first five (5) years of these Restrictions, Declarant shall have the right and power to amend this Declaration, without the requirement of the joinder of the Owners or other parties, in order to correct any typographical errors or omissions, or in order to conform any portion of this Declaration to applicable law.

Section 11.08 Modification or Repeal During Extension Terms. Any of the provisions of this Declaration may be amended, modified, supplemented or repealed during any extension term (five years) by recorded written instrument executed and acknowledged by the Owners of not less than seventy-five (75%) percent of the Lots.

Section 11.09 Severability. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.

Section 11.10 Joint and Several Obligations. The terms of this Declaration in effect on the date of any lease or recording of a sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities becomes a lessee or an Owner as hereinbefore defined, shall be binding upon such lessee or new Owner, and such lessee or new Owner shall be jointly and severally liable with his lessor or the immediate prior Owner for any continuing performance, failure of performance or defective performance of any act or obligation restricted or imposed hereunder.

Section 11.11 No Dedication. Nothing contained in this Declaration shall be deemed or interpreted to intend a gift or dedication of a portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

Section 11.12 Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself or itself, and such heirs, personal representatives, successors, transferees and assigns, to all the provisions, restrictions, covenants and conditions now

or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

Section 11.13 Assignment of Rights and Obligations of Declarant. The rights of Declarant hereunder are fully assignable to any person, association or entity and any and all obligations and duties of the Declarant are fully delegable and assignable to any person, association or entity.

Section 11.14 Word Meanings. The words such as “herein”, “hereafter”, “hereof”, “hereunder” and “hereinabove” refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

Section 11.15 Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

Section 11.16 Declarant’s Exemption. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property.

Section 11.17 Joinder by Turullols. By separate instrument attached hereto, Turullols has joined in the execution of this Declaration for the purpose of subjecting to these Restrictions Lots 33 through 37 and Lots 45 through 46 of the Subdivision, which Lots are owned by Turullols, and the portions of the Commercial Property described in Exhibit “A” attached hereto which are owned by Turullols.

Section 11.18 Joinder by Lienholders. The undersigned lienholders have joined in the execution of this document for the purpose of subordinating their respective liens on the Property to all of the terms and provisions of this Declaration, and by so joining herein, the undersigned lienholders, for value received, do hereby expressly subordinate all liens held by the undersigned on the Property, and all renewals, extensions and rearrangements thereof, to this Declaration, as amended and supplemented from time to time.

WITNESS THE EXECUTION HEREOF, as of the ____ day of _____, 1989.

(SIGNATURES FOLLOW AT THIS POINT)