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STATE OF TEXAS §
 § DECLARATION
COUNTY OF TRAVIS § of Covenants, Conditions & Restrictions

II LAND OFFICE, L.P. ("Declarant"), is the owner of all of that certain real property (the "Property") located in Travis County, Texas, described as follows:

All that certain real property located in Travis County, Texas, more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof, which property is to be divided into tracts containing four acres or more, to be locally known as the "Lone Mountain Ranch".

For the purpose of protecting the value and desirability of the Property, Declarant hereby imposes the following easements, covenants, and restrictions upon all of the Property, which shall run with the land and be binding on all Owners (the "Owners") having any rights, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner of any part of the Property.

A. LAND USE

1. Residential, Farming and Ranching Use Only. All of the Property is restricted to use for residential, farming, ranching and native wildlife management purposes only. No signs shall be placed on any part of the Property indicating a commercial or non-residential use.

2. Animals. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use on a strictly non-commercial basis. Permitted types of animals shall include horses, chickens, and household pets. No more than two dogs shall be permitted on any tract in the Property. No swine shall be permitted. No commercial operations are permitted except for routine farming and ranching activities. Shelter for any such animals shall be located no closer than 75 feet from side property line and 200 feet from front property line of each respective tract and shall not be visible from the road. Existing rock barns or shelters, if any, on the Property shall be exempted from the preceding shelter requirements. Such shelters shall be neatly maintained. A reasonable number of exotic game animals shall be allowed, excepting those that would affect the health, safety or welfare of other Owners and families within the Property. Every Owner shall erect fencing adequate to confine all animals, including household pets, within their separate tract. No animals shall be permitted until fencing is complete. No more than one animal unit per two acres will be allowed on the separate tracts at any time.

3. **Junk.** No junk or junk yards of any kind or character are permitted, nor is any accumulation of scrap, building materials, inoperative vehicles, machinery or other unsightly storage of personal property permitted.
4. **Nuisance.** No portion of the Property may be used in a manner that adversely affects adjoining property Owners or creates an annoyance or nuisance to other property Owners. This includes noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.
5. **Number & Size of Dwellings: Construction Time.** No more than two residences, a primary residence and a secondary residence, shall be erected per each tract. No primary residence shall be erected on any part of a tract or building site having less than 1,800 square feet of heated and finished floor space in the livable area in the main building, and no secondary residence shall be erected on any part of a tract or building site having less than 1,000 square feet of heated and finished floor in the livable area in the main portion of the secondary residence. All exterior walls of all dwelling units or other buildings must be completed within one year after commencement of work or the placing of materials on the a tract, whichever occurs the earliest. The primary residence shall be constructed first, before the secondary residence, if any.
6. **Building Materials & Design.** All buildings erected on the Property shall be of new construction and materials. All dwellings shall be of traditional country mode and no "modern-looking" facilities (such as "dome homes" or underground dwellings or geodesic structures) which would look out of place in rural surroundings will be allowed. No building or portion of buildings of old materials may be moved onto the Property. No tents, campers, trailers, motorhomes, or mobil homes may be used on any of the Property for residential purposes, whether on a temporary or permanent basis. No pre-manufactured, manufactured housing, modular, trailer, mobile home or any other structure not built on the tract shall be permitted. ~~Log homes are permitted.~~ Declarant, at Declarant's sole discretion, retains the right to waive this section to allow a residence of historical merit and architectural significance to be moved onto the Property and be refurbished as a quality residence.
7. **Appearance.** All dwellings and other structures must have a neat and attractive appearance at all times. All portions of the tract shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in "animal-proof" containers.
8. **Septic Tanks and Water Systems.** No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. All septic tanks must conform to the regulations of the State and County concerning septic systems and may only be installed by licensed professionals. No septic tank may be constructed within 150 feet of any water system on a portion or tract of the Property. Each Owner of a tract shall be responsible for their own water system (i.e., well or water collection system) on their separate tract. Any water system shall

conform to the State and County regulation concerning water systems, and may only be installed by licensed professionals. Inspections and certification by each of the regulatory governmental entities having jurisdiction shall be required. Each Owner shall be solely responsible for the successful drilling, installation and operation of the septic tank and water system.

9. **Storage Buildings and Barns.** No structures, except existing structures, used for storage purposes shall be erected or placed upon any part of the Property which will be visible from any roadway, unless placed within the most rear one-third of the Property, when possible, that being such portion farthest away from any roadway. All such structures shall be neatly maintained.

10. **Vehicles.** No campers, buses, boats or recreational vehicles of any type shall be permitted to be parked or kept on the front one-third of any tract. All vehicles shall be parked on the Owner's tract and not on the street or road.

11. **Firearms & Fireworks.** The use of firearms for recreational or hunting purposes on any portion of the Property is strictly prohibited. No fireworks are allowed on any portion of the Property, at any time, including holidays.

12. **Fences.** Only fences made of wood, split rail or metal are permitted in the front portion of the tract, except that no solid wood privacy fence shall be placed on the tract any closer to the adjoining roadway than the front line of the residence on the tract. Barbed wire fences are only permitted on the rear or side line of any tract.

13. **Mailboxes.** The Declarant will permit the U.S. Post Office to construct a Central Mail Collection Facility at the entrance to the Property on F. M. 1431, at a location selected by Declarant. No individual mailboxes will be allowed on any individual tract.

14. **Satellite Dishes.** All satellite dishes must be placed in the rear of the residence and screened from view.

15. **Entrance Facility and Gate.** Declarant will construct an entrance facility and entrance gate at the entrance to the Property on F.M. 1431. Upon formation of the Property Owners Association, Declarant will convey same to the Association and the Association will assume the maintenance of such entrance facility and gate.

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

17. **Compliance and Restrictions.** Each Owner shall comply (i) strictly with these provisions of these restrictions as the same may be amended from time to time, and (ii) with all governmental requirements applicable to the ownership, use, development, occupancy, maintenance and repair of all or any portion of the Property. Failure to comply with any of these restrictions shall constitute

a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

18. **Non-Point Source Pollution Abatement.** In order to comply with the current rules and regulations promulgated by the Lower Colorado River Authority ("LCRA") relating to non-point source pollution abatement, Declarant has (i) entered into a Non-Point Source Pollution Restrictive Covenant (the "LCRA Covenant") for the Property with the LCRA which imposes certain additional restrictions on the use of the Property by the Declarant and the Owners, and (ii) has located certain vegetative filter strips on each tract. Upon sale of a tract to an Owner, each Owner shall be fully and solely responsible for compliance with the LCRA Covenant. The terms and provisions of the LCRA Covenant are incorporated herein by reference for all purposes and deemed to be a part hereof.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved along and within ten feet (10 ft.) on each side of all roads constructed by the Declarant within the Property. A ten foot (10 ft.) easement along the front and rear property lines and along all side property lines of each tract is also reserved. The easement along the side property lines shall not apply to the common lots lines of two or more adjoining tracts owned by one Owner, and in that instance the easement along the side property line shall be considered vacated. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may affect the direction or flow of surface-water drainage in the easements. Within such easements, the right of use and ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstructions or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, including water, sewage disposal, drainage, telephone, gas, cable T.V., and electricity unless expressly limited to a specific use on any plat of the Property or stated in a conveyance. Each Owner of a tract of the Property is hereby granted an easement for ingress and egress from such tract to F.M. 1431 over the road system within the Property constructed by the Declarant. Each Owner shall not do anything which would cause the roadway to be blocked or to deteriorate at a more than usual rate. Each Owner shall be responsible for any damage caused to such road system by the actions, omissions or negligence of such Owner. The Declarant and the LCRA shall have a limited access easement across all tracts in the Property for the purpose of determining each Owner's compliance with the LCRA Covenant and for inspecting, repairing, improving or replacing the vegetative filter strip described in A.18 above and in the LCRA Covenant.

C. BUILDING SETBACK LINES

1. Building set back lines shall be a guide to locating the residence(s) and vary as to location. These lines are not meant to encourage all residences to be aligned, but to retain the estate concept and place houses away from the roadway and each other. It is encouraged that building sites be a minimum of two hundred (200) feet from the front property line, with the exception of those tracts physically not allowing building sites with such setbacks due to creeks, bluffs, natural topography or other natural conditions.

2. No building or other structure (other than a boundary-line fence) shall be located on any lot or tract: (a) less than seventy-five feet from the front property line, or (b) less than fifty feet from side property lines, or (c) less than fifty feet from any side street, or (d) less than fifty feet from any rear property lines. If one owner owns two (or more) adjoining tracts, the building lines along the side property lines between the adjoining tracts shall not prohibit the construction of a single-family residence or improvements across the common lot line.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL COMMITTEE

There is hereby established the Lone Mountain Ranch Architectural Control Committee (hereinafter referred to as the "Committee"), for the purpose of approving all construction plans, plot plans, septic tank and water system plans, residences, structures, fences, and other improvements to be built or placed upon any tract, and to have all of the powers, rights and remedies of the Property Owners as described in Section E below, until the Property Owner's Association has been duly formed. The Committee may also enforce these restrictions or amend them in any manner that they shall deem appropriate and to the best interest of the subdivision. No structure, building, septic tank and drain field or water system, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee as to the quality of workmanship and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be appointed by Declarant until such time as Declarant no longer owns any of the Property. The initial members of the Committee are William J. Maddux and Billie J. Ellis. Their initial address is 12707 Highway 71W, Austin, Texas 78736. Thereafter, it shall consist of at least two persons elected by the Property Owners' Association. In the event of death or resignation of a member of the Committee, the remaining members may appoint a successor to serve until the next meeting of the Property Owners' Association. The Committee as required in these Covenants shall indicate approval or lack of it in writing. If the Committee or its designated representative fails to approve or disapprove within thirty days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The duties of this office shall be automatically transferred to and vested in the Board of Directors of the Property Owners' Association upon its formation by the Declarant at such time as all the land within the Property has been sold by Declarant, unless sooner formed at the discretion of the Declarant.

E. PROPERTY OWNERS' ASSOCIATION, ASSESSMENTS AND LIENS.

1. **Formation of Association and Voting Rights.** A Property Owners' Association to be called Lone Mountain Ranch Property Owners Association, Inc. (or similar name), may be formed by Declarant or by the other Owners of tracts in the Property within 30 days after the date that the Declarant no longer owns any of the tracts in the Property, unless sooner formed at the sole discretion of the Declarant. Within 30 days following the date of formation of the Association, there shall be a meeting of the Association called for the purpose of electing a Board of Directors and Officers of the Association. All tract Owners, including the Declarant, in the Property shall be Members of the Property Owners' Association, and shall be entitled to one vote for each tract owned in fee. When more than one person holds an interest in any tract, all such persons shall be members, but there shall be only one vote permitted for each tract owned. The Association shall be a corporation organized under the Texas Non-Profit Corporation Act. The Association shall have a Board of Directors consisting of three tract Owners, and shall act by vote of a majority in interest of the Owners of tracts in the Property, voting in accordance with its procedures established herein and in its by-laws. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to this Declaration. By acceptance of a deed to any tract or tracts within the Property, the Owner of such tract shall thereby expressly become bound by the terms, provisions and covenants herein contained, and shall be a Member of the Association.

2. **Duties of the Association.** Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

(a) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by, licensed to or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(b) To obtain and maintain in effect policies of insurance, including public liability policies of insurance and errors and omissions policies of insurance, which, in the Board's judgment, are reasonably necessary or appropriate to protect the Association and the Owners and/or carry out the Association's functions.

(c) To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Bylaws and Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

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

(e) To carry out and enforce all duties of the Association set forth in this Declaration.

(f) To own, preserve, protect and maintain the property owned by or leased to the Association in accordance with the provisions of this Declaration.

3. **Powers and Authority of the Association.** Subject to such limitations and restrictions as are set forth in this Declaration, the Association shall have the powers of a Texas non-profit corporation, including, but not limited to, all powers provided under the provisions of the Texas Non-Profit Corporation Act, as amended from time to time, or any successor act or statute. It shall further have the power to do and perform any and all of the Association's duties set forth in Section E.2 above and any and all acts which may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) To levy any and all assessments as provided in this Section.
- (b) To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (c) To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable laws or the terms of this Declaration.
- (d) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (e) To maintain and repair easements, roads, roadways, rights-of-way, parks, entrance facilities, entrance gate, mail box facility, parkways, median strips, sidewalks, paths, trails, ponds, vegetative strips (when Owners fail or refuse to comply with the LCRA Covenant), and other areas of the property of the Association, as appropriate.
- (f) To own and operate any and all types of facilities for both active and passive recreation.
- (g) To do all other acts and deeds provided for herein.

4. **Power to Indemnify and to Purchase Indemnity Insurance.** The Association, acting through the Board, shall indemnify and may reimburse and/or advance expenses and/or purchase and maintain insurance, including errors and omission policies of insurance, or any other arrangement on behalf of any person who is or was a director or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by Article 1396 § 2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association). Further, the Association, acting through the Board, may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance, including errors and omission policies of insurance, or any other arrangement on behalf of any person, other than any person who

is a director of the Association, who is or was an officer, employee or agent of the Association or a member of the Committee, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprises, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this Section E.4. shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise. All costs and expenses of the insurance and other arrangements described herein shall be covered by Assessments.

5. **Assignment of Committee Functions.** Upon the formation of the Association, all rights and duties of the Committee shall be automatically transferred to and vested in the Board of Directors of the Association.

6. **Assessments.** The Declarant, for each tract owned by it within the Property hereby covenants, and each Owner of any tract in the Property covenants and agrees and is deemed to covenant and agree to pay to the Committee and to the Association, when formed: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the tract subject to this Declaration and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of each tract in the Property at the time when the assessment fell due. The Committee may establish, collect and administer the assessments prior to the formation of the Association. After the formation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments. Provided, however, Declarant shall not be obligated to pay any assessments on its unsold lots until January 1, 1998.

7. **Use of Assessments.** The assessments levied by the Committee or the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of any road, bridges, common property conveyed to the Association, mailbox facilities, entrance facility or entrance gate located within the Property, vegetative strips (when Owners fail or refuse to comply with the LCRA Covenants), and any other property conveyed to the Association or dedicated to the Public within the Property which is not being maintained by a public entity.

8. **Annual Assessments.** Each tract in the Property may be subject to an annual maintenance charge assessed equally against each tract subject to these restrictions in an amount established by the Committee or the Board of Directors of the Association (when formed). On the date hereof, the Declarant has set the Annual Assessment at \$150.00 per tract per year. At closing, each Owner shall

pay to the Committee or the Association, the prorata portion of the Annual Assessment in effect for the then calendar year. Thereafter, such assessments shall be paid by the record Owner of each tract on January 1 of the year for which such maintenance charge is due. The Committee or the Board of Directors of the Association, when formed, may increase the amount of such Annual Assessment by fifty percent above the previous year's Annual Assessment. By vote of fifty-one percent (51%) of the members who are voting in person or by proxy, at a meeting called for the purpose of increasing the Annual Assessment, such Annual Assessment may be increased by more than fifty percent per annum over the previous year's Annual Assessment. The Committee, or the Board of Directors of the Association, when formed, shall fix the amount of the Annual assessment against each tract at least thirty (30) days before each January 1st. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date shall be January 2 of each calendar year. The Committee or the Association, when formed, shall, upon demand, and for a reasonable charge, furnish a certificate signed by a majority of the Committee or by an officer of the Association, when formed, setting forth whether the assessments on a specified tract have been paid.

9. **Special Assessments.** In addition to the Annual Assessments authorized above, the Committee or Association, when formed, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of (i) any bridge or roads within the Property not being maintained by a public entity, (ii) any property within the Property conveyed to the Association by the Declarant, and (iii) for any other purposes as may be deemed necessary or desirable by the Committee or the Board of Directors of the Association, when formed, to maintain or improve the Property in the manner which it considers to be of the greatest general benefit to the Owners and occupants of the Property provided that any such assessment pursuant to Section E.9.(iii) must have the assent of fifty-one percent of the members who are voting in person or by proxy at a meeting duly called for this purpose unless the special assessment is required on an emergency basis to repair any of the foregoing items which have been damaged by fire, water, the elements, accidents, or vandalism. If the need for maintenance or repair to any portion of the Property is caused through the willful or negligent act or omission of any Owner, his family, guests or invitees, the Committee, or the Association, when formed, shall add the cost of such maintenance as a Special Assessment to the normal assessment of such Owner.

10. **Notice.** Written notice of any meeting called for the purpose above shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the members entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

11. **Uniform Assessments.** Both annual and special assessments must be fixed at a uniform rate for all tracts. However, the Association may assess individual tract Owners the reasonable cost of mowing and cleaning such Owner's tract if the Owners do not maintain their tract in a neat and

attractive manner at all times as provided in Paragraph A.7 above, and the reasonable cost of repairing the vegetative strips if the Owners do not comply with the terms of the LCRA Covenant.

12. **Delinquent Assessments and Liens.** Any assessment not paid on the date when due, shall be immediately delinquent and shall together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the tract which shall, to the full extent permitted by law, bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Committee, or the Association, when formed, may either (i) bring an action at law against the Owner personally obligated to pay the same, or (ii) foreclose the lien against the tract in accordance with Chapter 51 of the Texas Property Code, as amended, or (iii) both, and, in such either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association property or any other property dedicated to the Public within the Property which is not being maintained by a public entity, or by abandonment of his lot.

13. **Subordinate Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. No sale or transfer shall relieve such tract Owner from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Owner from this personal obligation and liability therefor.

14. **No Abatement of Assessments.** No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to any entrance facility, entrance gate, mailbox facilities, common property conveyed to the Association, bridge or road, vegetative strips, or any property dedicated to the public within the Subdivision which is not being maintained by a public entity, or from any action taken to comply with any law, ordinance or order of a governmental authority.

15. **Right to Convey Land to Association.** The Declarant shall have the right, but not the obligation, to convey certain land within the Property to the Association for the use and enjoyment by the members of the Association.

F. MISCELLANEOUS

1. **Subdivision Plat.** The Declarant and each Owner of a separate tract of the Property hereby acknowledge and agree that at some time in the future, one or more reasons may exist which would require that the tracts of the Property be platted into a recorded subdivision. Accordingly, upon request by the Declarant, or the Association, when formed, each Owner of a tract of the Property will cooperate with and jointly process a plat of the Property and each tract therein to be prepared and filed with the City of Jonestown, Texas and Travis County, Texas, if applicable. The

cost of preparation of the subdivision plat and all filing fees shall be borne by the Declarant. If any Owner of a tract of the Property fails or refuses to join with the Declarant and the Association, when formed, in the platting and subdividing of the Property, each Owner of a tract of the Property does hereby irrevocably appoint Declarant or the Association, when formed, as such Owner's true and lawful attorney-in-fact to execute, acknowledge, verify, swear to, deliver and file in such Owner's name all instruments, documents, and certificates which may from time to time be required in order to affect any required platting, subdividing, vacating and replatting of the Property into separate tracts and common areas.

2. **Re-Subdivision.** No re-subdivision of any tract shall be permitted if such re-subdivision creates or causes a tract or any portion thereof to be less than four acres in size.

3. **Non-Waiver.** If, through error or oversight or mistake, any Owner of a tract builds, or causes to be built, any structure thereon which does not conform to all the limitation and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other tracts of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other Owner or Owners of tracts to change, alter, or violate any of the restrictions and limitations herein contained.

4. **Amendments.** Declarant, for as long as Declarant owns any portion of the Property, hereby retains the right, in the furtherance of the uniform plan for the development of such Property as a residential neighborhood, to execute amendments to, including granting variances from the aforesaid restrictive covenants and use limitations on such Property imposed by this instrument provided Declarant, in the exercise of best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for development of such Property, save trees, or utilize a better building site.

5. **Rights Run With the Land.** The restrictive covenants and use limitations herein provided for on the Property are hereby declared to be covenants running with land and shall be fully binding upon all persons acquiring title to any tracts within the Property, including the right to acquire title to any such tracts by contract or otherwise, whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any tracts, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Real Property Records of Travis County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any tract.

6. **Duration.** The restrictive covenants and use limitations herein published and impressed on all tracts in the Property shall be binding on all of the Owners of such tracts for a period of twenty years unless by a vote of the Owners of two-thirds (2/3) of the tracts herein described, taken prior

to the expiration of said twenty years and filed for record in the Real Property Records of Travis County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to Property and tracts. The same percentage shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Section F.4. above. After the initial twenty year period, this Declaration shall be automatically extended for successive periods of ten years each, unless extinguished by a written instrument executed by a vote of the Owners of two-thirds of the tracts herein described.

7. **No Warranty of Enforceability.** While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract agrees to hold Declarant harmless therefrom.

8. **Remedies.** It is expressly understood that the Declarant, its successors, legal representatives, or assigns or any one or more of the Owners of tracts, shall have the right to enforce the restrictive covenants and use limitations herein provided for the tracts and the Property by injunction, either, prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive; and the Declarant, its successors, legal representatives and assigns, or any other person or persons, owning tracts, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such tract, shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is understood that, in the event of a breach of these restrictive covenants and use limitations by the Owner of any tract, it will be conclusively presumed that the Owners of other tracts have been injured thereby.

9. **Notices.** Any notices permitted or required to be given hereunder shall be in writing and may be delivered 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, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

10. **Joinder by Lender.** Cheryl E. Clark Crews, Jeffrey B. Clark, Jimmy E. Clark and Kerre Nan Clark Shipp, acting by and through their attorney in fact Jeffrey B. Clark, the "Holders" of the first lien Deed of Trust on the Property owned by the Declarant, for value received, the receipt and sufficiency of which is hereby acknowledged, do hereby join in the execution of this Declaration for the sole purposes of subordinating their first lien Deed of Trust on the Property to this Declaration and Releasing the roads constructed by Declarant within the Property from their first lien Deed of

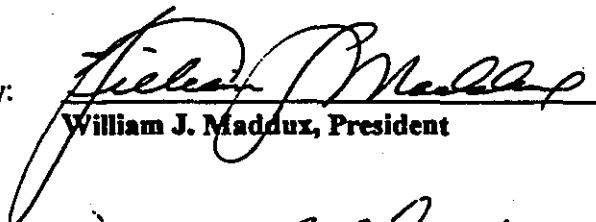
Trust on the Property. Further, Holders agree to be bound by the terms and provisions of this Declaration if Holders, their heirs, or assigns, elect to enforce any of the terms of the first lien Deed of Trust on the Property against any of the unsold portions of the Property owned by the Declarant. Further, the Holders agree that the above described Deed of Trust shall be subordinate to any subdivision Plat of the Property filed by the Declarant with the City of Jonestown, Texas.

EXECUTED on this 5th day of September, 1996

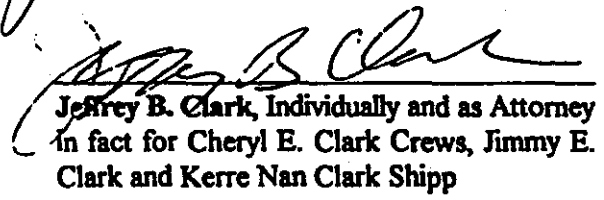
DECLARANT:

II LAND OFFICE, L.P.
The Land Office, Inc. General Partner
William J. Maddux, President

By:


William J. Maddux, President

HOLDER:

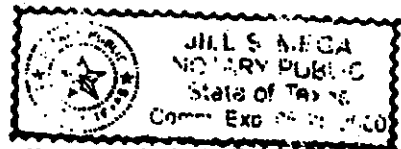

Jeffrey B. Clark, Individually and as Attorney
in fact for Cheryl E. Clark Crews, Jimmy E.
Clark and Kerre Nan Clark Shipp

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

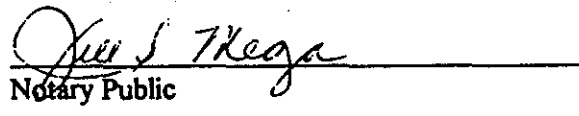
ACKNOWLEDGED BEFORE ME by William J. Maddux, President of The Land Office, Inc., general partner of II Land Office, L.P., on this 5th day of September, 1996, in the capacities therein stated.

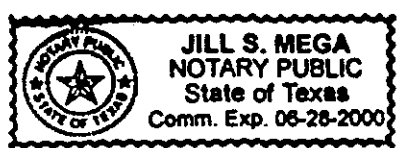

Notary Public

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



ACKNOWLEDGED BEFORE ME by Jeffrey B. Clark, individually and as attorney in fact for Cheryl E. Clark Crews, Jimmy E. Clark and Kerre Nan Clark Shipp, on this 5th day of September, 1996, in the capacities therein stated.


Notary Public



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12767 0204

FIELD NOTES

BEING 152.840 ACRES OF LAND OUT OF THE J.A. YARBO SURVEY NO. 421, ABSTRACT 840, SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 153.6 ACRE TRACT CONVEYED TO CHERYL E. CLARK CREWS, JEFFREY B. CLARK, JIMMY E. CLARK, AND KERRE NAN CLARK SHIPP BY DEED RECORDED IN VOLUME 7662, PAGE 492 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 152.840 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of a 8.2 acre tract of land conveyed to the Texas Conference Association of the Seventh Day Adventists, by deed recorded in Volume 5499, Page 2255 of the Deed records of Travis County, Texas, said iron rod being on the north existing right-of-way line of Nameless Road, and also being the northwest corner of the aforementioned 153.6 acre tract;

THENCE N 30°00'00" E, along the east line of said 8.2 acre tract and the east line of a 172 acre tract conveyed to the Texas Conference Association of the Seventh Day Adventists, by deed recorded in Volume 5499, Page 2255 of the Deed Records, of Travis County, Texas, a distance of 1407.19 feet to a 1/2 inch iron rod set for corner;

THENCE N 28°03'18" E, along an old fence line, 2496.10 feet to a point in a line 10 feet southwest of and parallel to the northeast line of said 153.6 acre tract, same being the approximate centerline of Sandy Creek;

THENCE along said line 10 feet southwest of and parallel to the northeast line of said 153.6 acre tract the following seven (7) courses:

1. S 38°38'46" E, a distance of 282.84 feet to a point;
2. S 06°08'46" E, a distance of 489.51 feet to a point;
3. S 10°58'46" E, a distance of 563.07 feet to a point;
4. S 18°27'03" E, a distance of 312.42 feet to a point;
5. S 19°00'00" E, a distance of 134.81 feet to a point;
6. S 27°45'00" E, a distance of 451.28 feet to a point;
7. S 19°19'46" E, a distance of 887.49 feet to a point in a line 10 feet west of and parallel to the east line of said 153.6 acre tract, same being the west line of Farm to Market Road No. 1431 (ROW Varies);

THENCE southerly along said line 10 feet west of and parallel to the east line of said 153.6 acre tract the following four (4) courses:

1. S 56°06'46" W, a distance of 171.83 feet to the point of curvature of a curve to the left;

2. Along said curve to the left, an arc distance of 271.79 feet to a point, said curve to the left having a central angle of $22^{\circ}02'16''$, a radius of 706.62 feet, a chord which bears $S 36^{\circ}24'22'' W$, a distance of 270.12 feet;
3. $S 25^{\circ}22'21'' W$, a distance of 174.83 feet to a point;
4. $S 19^{\circ}53'16'' W$, a distance of 377.47 feet to a point;

THENCE $S 70^{\circ}06'44'' E$ a distance of 9.67 feet to a 1/2-inch iron rod set for corner in the aforementioned west right-of-way line of Farm to Market Road No. 1431;

THENCE along the existing west right-of-way line of Farm to Market Road No. 1431 the following five (5) courses as follows:

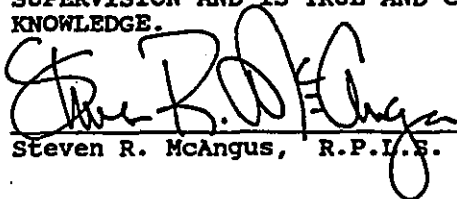
1. $S 05^{\circ}14'03'' W$, a distance of 67.22 feet to a Texas Department of Transportation concrete monument found;
2. $S 20^{\circ}48'31'' W$, a distance of 176.98 feet to a Texas Department of Transportation concrete monument found;
3. $S 20^{\circ}11'52'' W$, a distance of 521.75 feet to a Texas Department of Transportation concrete monument found;
4. $S 21^{\circ}53'59'' W$, a distance of 249.46 feet to a Texas Department of Transportation concrete monument found for the point of curvature of a curve to the left;
5. Along said curve to the left, an arc distance of 158.04 feet to a 1/2 inch iron rod set on the aforementioned existing north right-of-way line of line of Nameless Road, said curve to the left having a central angle of $01^{\circ}43'45''$, a radius of 5,236.92 feet, and a chord which bears $S 22^{\circ}49'18'' W$, a distance of 158.03 feet;

THENCE along the existing north right-of-way line of NAMELESS ROAD for the next nine (9) courses as follows:

1. $N 70^{\circ}41'13'' W$, a distance of 48.49 feet to a 1/2 inch iron rod set for a POINT OF CURVATURE for a curve to the right;
2. Along said curve to the right, a distance of 279.35 feet to a 1/2 inch iron rod set. Said curve to the right having a central angle of $30^{\circ}00'00''$, a radius of 533.53 feet, and a chord which bears $N 55^{\circ}01'50'' W$ a distance of 276.17 feet to a 1/2 inch iron rod set;
3. $N 40^{\circ}01'50'' W$, a distance of 115.70 feet to a 1/2 inch iron rod set for a POINT OF CURVATURE for a curve to the left;
4. along said curve to the the left, a distance 425.20 feet to a 1/2 inch iron rod set, said curve to the left having a central angle of $20^{\circ}31'34''$, a radius of 1186.89 feet, and a chord which bears $N 50^{\circ}17'44'' W$, a distance of 422.93 feet0 to a 1/2-inch iron rod set for corner;

5. N 60°45'42" W, a distance of 196.35 feet to a 1/2 inch iron rod set for POINT OF CURVATURE for a curve to the right;
6. Along said curve to the right, a distance of 183.04 feet to a 1/2 inch iron rod set, said curve to the right having a central angle of 06°22'18", a radius of 1645.94 feet, a chord which bears N 56°01'02" W, a distance of 182.94 feet;
7. N 51°16'50" W, a distance of 373.32 feet to a 1/2 inch iron rod set;
8. N 51°44'09" W, a distance of 251.30 feet to a 1/2 inch iron rod set;
9. N 55°29'33" W, a distance of 557.51 feet to the POINT OF BEGINNING and containing 152.840 acres of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Steven R. McAngus, R.P.L.S. No. 3680



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12767 0208

FIELD NOTES

BEING A 9.680 ACRE (421,681 SQUARE FEET) TRACT OF LAND LOCATED IN THE C.S.MASON SURVEY NO. 255, ABSTRACT NO. 255, IN TRAVIS COUNTY, TEXAS AND MORE PARTICULARLY BEING A PORTION OF A 205.003 ACRE TRACT CONVEYED TO CHERYL E. CREWS, ET. AL. BY DEEDS RECORDED IN VOLUME 7662, PAGE 492 AND VOLUME 11836, PAGE 533 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;; SAID 9.573 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set for the southwest corner of the said 205.003 acre tract; at the intersection of the eastern right-of-way line of Nameless Road (F.M. No.2243) and the northern right-of-way line of F.M. No. 1431;

THENCE, along the eastern line of said Nameless Road (F.M. No. 1431) for the next four (4) courses as follows:

1. N 69°57'38" W, a distance of 47.93 feet to a 1/2 inch iron rod set for the POINT OF CURVATURE for a curve to the right;
2. Along said curve to the right, a distance of 279.35 feet to a 1/2 inch iron rod set; Said curve to the right having a central angle of 30°00'00", a radius of 533.53 feet, and a chord which bears N 54°57'30" W, a distance of 276.17 feet;
4. N 39°57'30" W, a distance of 115.70 feet to a 1/2 inch iron rod set for the POINT OF CURVATURE for a curve to the left;
5. Along a curve to the left, a distance of 175.58 feet to a 1/2 inch iron rod set; Said curve to the left having a central angle of 08°28'33", a radius of 1186.89 feet, and a chord which bears N 44°11'54" W, a distance of 175.42 feet;

THENCE, through the interior of said 205.003 acre tract for the next three (3) courses as follows:

1. N 32°26'30" E, a distance of 806.56 feet to a 1/2 inch iron rod set on a roadway; Said iron rod also being a POINT OF CURVATURE for a non-tangent curve to the left;
2. Along said non-tangent curve to the left, along said roadway for a distance of 388.37 feet to a 1/2 inch iron rod set; Said non-tangent curve to the left having a central angle of 40°56'41", a radius of 473.50 feet, a chord which bears S 42°09'16" E, a distance of 331.22 feet;

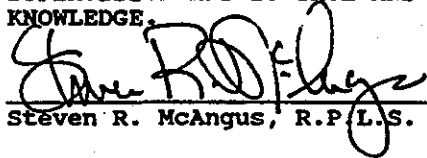
August 20, 1996
Job Number 95-257C1
Tract 8
Page 2 of 2

3. S 62°37'37" E, a distance of 124.79 feet to a 1/2 inch iron rod set on the northern line of said F.M. No. 1431;

THENCE, along the northern line of said F.M. No. 1431 for the next three (3) courses as follows;

1. S 20°11'53" W, a distance of 411.76 feet to a 1/2 inch iron rod set;
2. S 21°53'55" W, a distance of 249.46 feet to a 1/2 inch iron rod set;
3. S 22°49'19" W, a distance of 162.00 feet to the POINT OF BEGINNING of the herein described tract, and containing 9.680 acres (421,681 square feet) of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED IN THE FIELD UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Steven R. McAngus, R.P. L.S. No. 3680



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12767 0210

FIELD NOTES

BEING A 4.68 ACRE (204,228 SQUARE FEET) TRACT OF LAND LOCATED IN THE C.S.MASON SURVEY NO. 255, ABSTRACT NO. 255, IN TRAVIS COUNTY, TEXAS AND MORE PARTICULARLY BEING A PORTION OF A 205.003 ACRE TRACT CONVEYED TO CHERYL E. CREWS, ET. AL. BY DEEDS RECORDED IN VOLUME 7662, PAGE 492 AND VOLUME 11836, PAGE 533 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;; SAID 4.68 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod set for the southwest corner of the said 205.003 acre tract; at the intersection of the eastern right-of-way line of Nameless Road (F.M. No.2243) and the northern right-of-way line of F.M. No. 1431;

THENCE N 21°09'33" E, a distance of 883.46 feet to a 1/2 inch iron rod set on the eastern right-of-way line of said F.M. No. 1431 for the POINT OF BEGINNING of the herein described tract on a proposed roadway;

THENCE, through the interior of said 205.003 acre tract for the next four (4) courses as follows:

1. N 69°44'57" W, along said roadway a distance of 112.20 feet to a 1/2 inch iron rod set for the POINT OF CURVATURE for a curve to the right;
2. Along said curve to the right, and said roadway a distance of 564.23 feet to a 1/2 inch iron rod set; Said curve having a central angle of 75°47'55", a radius of 426.50 feet; and a chord which bears N 24°43'39" W, a distance of 523.98 feet;
3. N 13°10'19" E, along said roadway a distance of 133.75 feet to a 1/2 inch iron rod set;
4. S 69°44'57" E, a distance of 485.16 feet to a 1/2 inch iron rod set on the northern line of said F.M. No. 1431;

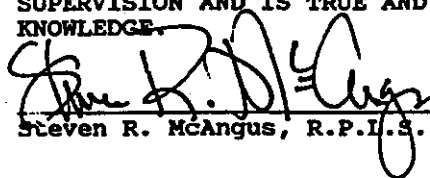
THENCE, along the northern line of said F.M. No. 1431 for the next three (3) courses as follows:

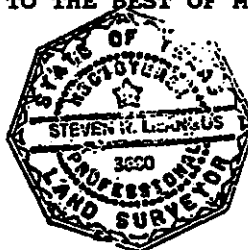
1. S 20°10'54" W, a distance of 266.12 feet to a 1/2 inch iron rod set;
2. S 07°44'49" W, a distance of 66.57 feet to Texas Department of Transportation Type I (concrete) found;

August 20, 1996
Job Number 95-257C1
Tract 9
Page 1 of 2

3. S 20°40'28" W, a distance of 176.98 feet to to the POINT OF BEGINNING of the herein described tract, and containing 4.68 acres (204,228 square feet) of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED IN THE FIELD UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Steven R. McAngus, R.P.L.S. No. 3680



Return:
WILLIAM J. MADDEX
12707 Hwy 71 W
AUSTIN TX 78736

FILED
96 SEP -9 PH 1:34
DANA L. LEVY
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

SEP 9 1996




COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12767 0212

Exhibit A

These restrictions apply to all of the property described in Exhibit A, save and except Tracts 8 and 9 as described in the attached field note descriptions.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12767 0205