RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RIVER PLACE RESIDENTIAL AREAS
# TABLE OF CONTENTS

**RECITALS**

A. Current Owner of River Place Property ................................................. 1
B. Prior Restrictions .................................................................................. 1
C. Prior Association Created Pursuant to the Prior Restrictions ......... 2
D. Restated Restrictions and Creation of River Place Residential Community
   Association .......................................................................................... 2

**ARTICLE I - DEFINITIONS** ....................................................................... 3

1.01 Approved Builder or Builder .............................................................. 3
1.02 Architectural Control Committee ....................................................... 4
1.03 Articles .............................................................................................. 4
1.04 Assessments ...................................................................................... 4
1.05 Association ......................................................................................... 4
1.06 Association Property .......................................................................... 4
1.07 Beneficiary ......................................................................................... 4
1.08 Board .................................................................................................. 4
1.09 Bylaws ................................................................................................. 4
1.10 Common Area ...................................................................................... 4
1.11 DECLARANT ....................................................................................... 5
1.12 Declaration .......................................................................................... 5
1.13 Development Guidelines ..................................................................... 5
1.14 Improvement ....................................................................................... 5
1.15 Lot ........................................................................................................ 6
1.16 Major Developer .................................................................................. 6
1.17 Master Developer ................................................................................ 6
1.18 Manager ............................................................................................... 6
1.19 Member ............................................................................................... 6
1.20 Mortgage .............................................................................................. 6
1.21 Notice ................................................................................................... 6
1.22 Notice and Hearing ............................................................................. 6
1.23 Owner(s) ............................................................................................. 6
1.24 Person .................................................................................................. 6
1.25 Plans and Specifications ...................................................................... 6
1.26 Property ............................................................................................... 7
1.27 Record, Recorded, and Recordation ..................................................... 7
1.28 Residence ............................................................................................. 7
1.29 Restrictions .......................................................................................... 7
1.30 River Place Residential Rules ............................................................... 7
1.31 Subassociation .................................................................................... 7
1.32 Subdivision .......................................................................................... 7
1.33 Supplemental Restrictions ................................................................. 7

**ARTICLE II - DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND** .......................................................... 8

2.01 Development by DECLARANT ............................................................ 8
2.02 Addition to the Property ...................................................................... 8
2.03 Withdrawal of Land ............................................................................ 9

**ARTICLE III - PROPERTY RIGHTS** ....................................................... 10

3.01 The Association .................................................................................. 10
3.02 Owners Easements of Enjoyment ....................................................... 10
3.03 Delegation of Use ............................................................................... 10
# ARTICLE IV - GENERAL RESTRICTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Antennae</td>
<td>10</td>
</tr>
<tr>
<td>4.02 Subdividing</td>
<td>11</td>
</tr>
<tr>
<td>4.03 Lot Consolidation</td>
<td>11</td>
</tr>
<tr>
<td>4.04 Temporary Buildings</td>
<td>11</td>
</tr>
<tr>
<td>4.05 Signs, Advertisements, and Billboards</td>
<td>12</td>
</tr>
<tr>
<td>4.06 Rubbish and Debris</td>
<td>12</td>
</tr>
<tr>
<td>4.07 Noise or Nuisance</td>
<td>13</td>
</tr>
<tr>
<td>4.08 Structural Soundness</td>
<td>13</td>
</tr>
<tr>
<td>4.09 Exterior Illumination</td>
<td>13</td>
</tr>
<tr>
<td>4.10 Construction of Improvements</td>
<td>13</td>
</tr>
<tr>
<td>4.11 Construction Materials</td>
<td>14</td>
</tr>
<tr>
<td>4.12 Maintenance</td>
<td>16</td>
</tr>
<tr>
<td>4.13 Alteration or Removal of Improvements</td>
<td>16</td>
</tr>
<tr>
<td>4.14 Use of Common Area</td>
<td>16</td>
</tr>
<tr>
<td>4.15 Fines for Violations</td>
<td>16</td>
</tr>
<tr>
<td>4.16 Drainage</td>
<td>16</td>
</tr>
<tr>
<td>4.17 Hazardous Activities</td>
<td>17</td>
</tr>
<tr>
<td>4.18 Animals</td>
<td>17</td>
</tr>
<tr>
<td>4.19 Unsightly Articles; Vehicles</td>
<td>18</td>
</tr>
<tr>
<td>4.20 Mobile Homes, Travel Trailers, Recreational Vehicles, and Boats</td>
<td>18</td>
</tr>
<tr>
<td>4.21 Fences</td>
<td>19</td>
</tr>
<tr>
<td>4.22 Protection of Trees</td>
<td>20</td>
</tr>
</tbody>
</table>

# ARTICLE V - SUPPLEMENTAL RESTRICTIONS AND ADDITIONAL RESTRICTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01 Designation of Property Use</td>
<td>20</td>
</tr>
<tr>
<td>5.02 Improvements and Use</td>
<td>20</td>
</tr>
<tr>
<td>5.03 Improvement Height</td>
<td>21</td>
</tr>
<tr>
<td>5.04 Construction in Place</td>
<td>23</td>
</tr>
<tr>
<td>5.05 Set Back Requirements</td>
<td>23</td>
</tr>
<tr>
<td>5.06 Maintenance</td>
<td>24</td>
</tr>
<tr>
<td>5.07 Driveways</td>
<td>24</td>
</tr>
<tr>
<td>5.08 Swimming Pools</td>
<td>24</td>
</tr>
<tr>
<td>5.09 Minimum Size of Single Family Residences</td>
<td>25</td>
</tr>
</tbody>
</table>

# ARTICLE VI - RIGHTS, DUTIES, AND OBLIGATIONS OF THE ASSOCIATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.01 Membership</td>
<td>25</td>
</tr>
<tr>
<td>6.02 Voting Rights</td>
<td>26</td>
</tr>
<tr>
<td>(A) Entitlement</td>
<td>26</td>
</tr>
<tr>
<td>(B) Joint or Common Ownership</td>
<td>27</td>
</tr>
<tr>
<td>(C) Proxy Voting</td>
<td>27</td>
</tr>
<tr>
<td>(D) Cumulative Voting</td>
<td>28</td>
</tr>
<tr>
<td>(E) Vote Casting</td>
<td>28</td>
</tr>
<tr>
<td>6.03 Meetings</td>
<td>28</td>
</tr>
<tr>
<td>(A) Quorum</td>
<td>28</td>
</tr>
<tr>
<td>(B) Vote Necessary</td>
<td>28</td>
</tr>
<tr>
<td>(C) Bylaws</td>
<td>28</td>
</tr>
<tr>
<td>6.04 Indemnification By The Association</td>
<td>29</td>
</tr>
<tr>
<td>(A) Directors and Officers</td>
<td>29</td>
</tr>
<tr>
<td>(B) By an Owner</td>
<td>29</td>
</tr>
<tr>
<td>6.06 Enforcement</td>
<td>29</td>
</tr>
<tr>
<td>6.06 Severability</td>
<td>30</td>
</tr>
<tr>
<td>6.07 Term</td>
<td>30</td>
</tr>
<tr>
<td>6.08 Books and Records</td>
<td>30</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>6.09 Notices</td>
<td>30</td>
</tr>
<tr>
<td>6.10 Conflict with Deeds</td>
<td>30</td>
</tr>
<tr>
<td>6.11 Modifications and Changes</td>
<td>30</td>
</tr>
<tr>
<td><strong>ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE</strong></td>
<td>31</td>
</tr>
<tr>
<td>7.01 ACC</td>
<td>31</td>
</tr>
<tr>
<td>7.02 Term</td>
<td>31</td>
</tr>
<tr>
<td>7.03 Standards and Procedures, Rules, and Development Guidelines</td>
<td>31</td>
</tr>
<tr>
<td>7.04 Architectural Review</td>
<td>31</td>
</tr>
<tr>
<td>(A) Approval of Plans and Specifications</td>
<td>31</td>
</tr>
<tr>
<td>(B) Reason for Review Fee</td>
<td>31</td>
</tr>
<tr>
<td>(C) Decisions by the ACC</td>
<td>32</td>
</tr>
<tr>
<td>7.05 No Waiver of Future Approvals</td>
<td>32</td>
</tr>
<tr>
<td>7.06 Work in Progress</td>
<td>32</td>
</tr>
<tr>
<td>7.07 Variances</td>
<td>32</td>
</tr>
<tr>
<td><strong>ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS</strong></td>
<td>33</td>
</tr>
<tr>
<td>8.01 Creation of the Lien and Personal Obligation of Assessments</td>
<td>33</td>
</tr>
<tr>
<td>8.02 Purpose of Assessments</td>
<td>33</td>
</tr>
<tr>
<td>8.03</td>
<td>34</td>
</tr>
<tr>
<td>(A) Annual Assessments for Single Family Residential Lots</td>
<td>34</td>
</tr>
<tr>
<td>(B) Annual Assessments for Other Residential Property</td>
<td>34</td>
</tr>
<tr>
<td>8.04 Increases in Annual Assessments</td>
<td>35</td>
</tr>
<tr>
<td>8.05 Special Assessments for Capital Improvements</td>
<td>35</td>
</tr>
<tr>
<td>8.06 Notice and Quorum for Any Action Authorized Under Section 8.04 or 8.05</td>
<td>36</td>
</tr>
<tr>
<td>8.07 Notice of Annual Assessments</td>
<td>36</td>
</tr>
<tr>
<td>8.08 Effect of Nonpayment of Assessments: Remedies of the Association</td>
<td>36</td>
</tr>
<tr>
<td>8.09 Notice of Lien Affidavit</td>
<td>37</td>
</tr>
<tr>
<td>8.10 Notice to Mortgages</td>
<td>37</td>
</tr>
<tr>
<td>8.11 Exempt Properties</td>
<td>37</td>
</tr>
<tr>
<td><strong>ARTICLE IX - MISCELLANEOUS</strong></td>
<td>38</td>
</tr>
<tr>
<td>9.01 Utility Easements</td>
<td>38</td>
</tr>
<tr>
<td>9.02 Interpretation</td>
<td>38</td>
</tr>
<tr>
<td>9.03 Construction Activities</td>
<td>38</td>
</tr>
<tr>
<td>9.04 Exemption of DECLARANT</td>
<td>39</td>
</tr>
<tr>
<td>9.05 Assignment of DECLARANT</td>
<td>39</td>
</tr>
<tr>
<td>9.06 Enforcement and Nonwaiver</td>
<td>39</td>
</tr>
<tr>
<td>(A) Right of Enforcement</td>
<td>39</td>
</tr>
<tr>
<td>(B) Violations</td>
<td>39</td>
</tr>
<tr>
<td>(C) Violation of Law</td>
<td>39</td>
</tr>
<tr>
<td>(D) Nonwaiver</td>
<td>40</td>
</tr>
<tr>
<td>(E) Liens</td>
<td>40</td>
</tr>
<tr>
<td>9.07 Construction</td>
<td>40</td>
</tr>
<tr>
<td>(A) Restrictions Severable</td>
<td>40</td>
</tr>
<tr>
<td>(B) Singular Includes Flural</td>
<td>40</td>
</tr>
<tr>
<td>(C) Captions</td>
<td>40</td>
</tr>
<tr>
<td>9.08 Roadway Dedication and Maintenance</td>
<td>40</td>
</tr>
<tr>
<td>9.09 Amendment</td>
<td>41</td>
</tr>
<tr>
<td>(A) By DECLARANT</td>
<td>41</td>
</tr>
<tr>
<td>(B) By Owners</td>
<td>41</td>
</tr>
<tr>
<td>9.10 Exhibits</td>
<td>41</td>
</tr>
</tbody>
</table>
RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

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

This RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS (the "Declaration") is made by FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership (the "DECLARANT"), and is as follows:

RECITALS
A. Current Owner of River Place Property. The DECLARANT is the current owner of approximately 1,443 acres of land situated in Travis County, Texas, locally known and being developed as "River Place" and more fully described by metes and bounds on Exhibit "A" (the "River Place Property"). The DECLARANT intends to encumber portions of the River Place Property, described on Exhibit "B", upon executing and recording this Declaration and to encumber additional portions of the River Place Property as development progresses.

B. Prior Restrictions. DECLARANT'S predecessors-in-title encumbered portions of the River Place Property with the following restrictions:
(i) That certain Declaration of Covenants, Conditions, and Restrictions for River Place Residential Area (the "Prior Residential Restrictions") executed on an unknown date in 1984, duly recorded in Volume 8791, Page 769, of the Real Property Records of Travis County, Texas, and encumbering the property therein described, including River Place Section 2, River Place Section 3, River Place Section 4, The River Place Treatment Plant, and The River Place Storage Tank Site, as more fully described in the Prior Residential Restrictions.
(ii) That certain first addendum to the Prior Residential Restrictions, entitled: Addendum No. 1 to Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated August 7, 1984, duly recorded in Volume 8791, Page 822, of the Real Property Records of Travis County, Texas (the "First Addendum to Prior Residential Restrictions").
(iii) That certain Notice of Addition of Land, dated December 6, 1984, recorded in Volume 9039, Page 203 of the Real Property Records of Travis County, Texas, adding Lots 1 and 2, River Place Section 9, more fully described therein, to the property encumbered by the Prior Residential Restrictions (the "First Notice of Addition of Land").

(iv) That certain Notice of Addition of Land, dated December 26, 1984, recorded in Volume 9039, Page 206 of the Real Property Records of Travis County, Texas, adding River Place Section 6, more fully described therein, to the property encumbered by the Prior Residential Restrictions (the "Second Notice of Addition of Land").

(v) That certain amendment to the Prior Residential Restrictions, entitled Amendment to Declaration of Covenants, Conditions, and Restrictions for River Place Residential Area, dated August 21, 1985, recorded in Volume 9320, Page 602, of the Real Property Records of Travis County, Texas, amending the Prior Residential Restrictions as more fully set out therein (the "First Amendment to Prior Residential Restrictions").

(vi) That certain Declaration of Covenants, Conditions, and Restrictions for River Place Business and Commercial Area, dated October 28, 1985, recorded in Volume 9429, Page 296, of the Real Property Records of Travis County, Texas, encumbering the property therein described and containing approximately 21.498 acres with the restrictions set out therein (the "Prior Commercial Restrictions").

The Prior Residential Restrictions, First Addendum to Prior Residential Restrictions, First Notice of Addition of Land, Second Notice of Addition of Land, First Amendment to Prior Residential Restrictions, and Prior Commercial Restrictions are collectively referred to as the "Prior Restrictions."

C. Prior Association Created Pursuant to the Prior Restrictions. The River Place Residential Area Owner’s Association, Inc., was incorporated on July 14, 1986 (the "Prior Residential Owner’s Association"). The charter of the Prior Residential Owner’s Association was forfeited on June 20, 1988. The Prior Residential Owner’s Association is no longer in existence.

D. Restated Restrictions and Creation of River Place Residential Community Association. DECLARANT desires and intends that this Declaration terminate the Prior Restrictions, supersede the
Prior Restrictions, and act as the single expression of all covenants, conditions, restrictions, charges and liens applicable to the Property, defined below. The covenants, conditions and restrictions set out in this Declaration are intended to create and carry out a uniform plan for the improvement, development, and sale of the Property, for the benefit of the present and future owners of the Property. The River Place Residential Community Association shall be incorporated under the laws of the State of Texas as a non-profit corporation, and granted the powers of administering and enforcing the covenants, conditions, restrictions, charges and liens, and disbursing the assessments and charges, created in this Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, it is declared that:

(i) the Prior Restrictions are hereby terminated in their entirety and superseded and replaced by this Declaration;

(ii) all of the Property, as defined in Article 1, below, shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner (defined below) thereof; and

(iii) each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, conditions, and restrictions set out in this Declaration, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I
DEFINITIONS

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

1.01 Approved Builder or Builder. "Approved Builder" or "Builder" means any homebuilder that purchases a Lot or Lots from DECLARANT for the purposes of constructing and selling single family residences thereon.
1.02 Architectural Control Committee. "Architectural Control Committee" (the "ACC") shall mean the architectural review committee created pursuant to this Declaration and having the authority to review and approve proposed Improvements within the Property.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of River Place Residential Community Association, Inc. as will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.04 Assessments. "Assessments" shall mean assessments of the Association and includes regular and special assessments.

1.05 Association. "Association" shall mean and refer to River Place Residential Community Association, Inc., a non-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns, as established by the Articles and authorized by this Declaration.

1.06 Association Property. "Association Property" shall mean all real or personal property owned in fee, held in easement by or leased to the Association for the common use and enjoyment of the Owners and shall include areas expressly designated by the DECLARANT to be conveyed by deed or easement to the Association but shall in no event include all or any portion or interest in the River Place golf course, country club, pool, tennis courts, or any related amenities or facilities.

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

1.08 Board. "Board" shall mean the duly appointed or elected Board of Directors of the Association.

1.09 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, as the same are from time to time amended.

1.10 Common Area. "Common Area" shall mean any portion of the Property designated by the DECLARANT on any recorded subdivision plat or other recorded instrument as a common area for the benefit of the Owners. The Common Area may be owned and held by DECLARANT or may be conveyed by DECLARANT to any other person, entity, or governmental authority.
1.11 DECLARANT. "DECLARANT" shall mean First Reserve River Place, Ltd., its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of First Reserve River Place, Ltd., as DECLARANT must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of DECLARANT shall not be sufficient to constitute an assignment of the rights of DECLARANT hereunder. In the event of an involuntary transfer of the DECLARANT'S entire property, the transferee may, at its option, assume the role of DECLARANT.

1.12 Declaration. "Declaration" shall mean the Restated Declaration of Covenants, Conditions, and Restrictions for River Place Residential Areas as it is set forth in this instrument and may be amended from time to time.

1.13 Development Guidelines. "Development Guidelines" shall refer to the rules, regulations, standards, and policies adopted by the Board for the purpose of establishing the variety of use, purpose and aesthetics for designated areas of the Property, as the same may be amended from time to time. The guidelines may include, without limitation, requirements concerning the type of construction from an appearance standpoint, the type of materials used in the construction, the time frame for completion of construction, what elements constitute commencement of construction, and any other matter relating to the formulation of guidelines for the development and maintenance of the property and any improvements placed thereon.

1.14 Improvement. "Improvement" or "Improvements" shall mean all structures and all appurtenances thereto of any kind whatsoever, including, but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, driveways, sidewalks, parking areas, site lighting, landscaping, signs, site grading, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and any exterior additions, changes or alterations thereto.
1.15 **Lot.** "Lot" shall mean and refer both to each platted lot within the Property, shown upon a recorded subdivision plat and to the improvements constructed or to be constructed thereon.

1.16 **Major Developer.** "Major Developer" shall mean any Person or Persons designated as such by the DECLARANT in an instrument recorded in the Real Property Records of Travis County, Texas.

1.17 **Master Developer.** "Master Developer" shall mean the DECLARANT, its successors and assigns.

1.18 **Manager.** "Manager" shall mean the person, firm or corporation, if any, employed by the Association and delegated the duties, powers, or functions of the Association as permitted by this Declaration.

1.19 **Member.** "Member" shall mean any Person who is a member of the Association, as provided in Article VI of this Declaration.

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

1.21 **Notice.** "Notice" shall mean written notice delivered by United States mail, properly addressed, postage prepaid or by telefax transmission.

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

1.23 **Owner(s).** "Owner(s)" shall mean the Person, including DECLARANT, holding a fee simple interest in all or any portion of the Property or a condominium unit constructed on the Property, but shall not include a Beneficiary.

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

1.25 **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating size, shape, configuration, and materials, together with all site plans, excavation and
grading plans, foundation plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to any such improvement required by this Declaration, any Supplemental Restrictions, and the Development Guidelines.

1.20 Property. "Property" shall mean the land described in Exhibit B to this Declaration, together with all land added to this Declaration in accordance with the provisions hereof.

1.27 Record, Recorded, and Recordation. "Record, Recorded, and Recordation" shall mean, with respect to any document, the recordation of such document in the Real Property Records of the office of the County Clerk of Travis County, Texas, as applicable.

1.28 Residence. "Residence" shall mean any single family residence constructed on a Lot.

1.29 Restrictions. "Restrictions" shall mean this Declaration together with any and all Supplemental Restrictions, as the same may be amended from time to time, together with the Articles, Bylaws, the Development Guidelines, and River Place Residential Rules and all other controlling documents issued or expressly approved by DECLARANT, as they may be amended from time to time.

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

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

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

1.33 Supplemental Restrictions. "Supplemental Restrictions" shall mean the document which shall be filed of record in the Real Property Records of Travis County, encumbering specific lots or group of lots, pursuant to which DECLARANT, in its sole and absolute discretion, may create additional residential associations and restrictions and may further clarify or specifically restrict certain uses for lots.
ARTICLE II

DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

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

2.02 Addition to the Property. DECLARANT, and other persons with DECLARANT’S written consent may at any time, and from time to time, add additional land to the Property. Upon the recording of a Notice of Additional Land containing the provisions set forth below in this Section 2.02 (which Notice may be contained within any Supplemental Restrictions affecting such land), the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. The Notice of Addition of Land referred to hereinabove shall contain the following provisions:
(A) reference of this Declaration, which reference shall state the date of recordation hereof and the volume and page numbers of the Real Property Records of Travis County, Texas wherein this Declaration is recorded;

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

(C) a legal description of the added land; and

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

2.03 Withdrawal of Land. DECLARANT expressly reserves the right to sell, transfer or assign all or any part of the Property to a third party free and clear of the covenants, conditions and obligations contained in this Declaration or any Supplemental Restrictions. DECLARANT, and others with DECLARANT'S written consent, may, at any time and from time to time, reduce or withdraw areas from the Property. Upon the recording of a Notice of Withdrawal of Land containing the provisions set forth below in this Section 2.03, the covenants, conditions and restrictions contained in this Declaration shall no longer apply to the withdrawn lands, and the owners of such withdrawn lands shall no longer be subject to the terms hereof, unless such owners also own lands with any portion of the Property not withdrawn from this Declaration. The Notice of Withdrawal of Land referred to hereabove shall contain the following provisions:

(A) a reference to this Declaration, which shall state the date of recordation hereof and the volume and page numbers of the Real Property Records of Travis County, Texas wherein this Declaration is recorded;

(B) a statement that the provisions of this Declaration shall no longer apply to the withdrawn lands or the owners thereof;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
(C) a legal description of the withdrawn lands; and

(D) DECLARANT'S written consent if the land being withdrawn is not owned by DECLARANT.

ARTICLE III

PROPERTY RIGHTS

3.01 The Association—The Association is hereby granted an easement and right-of-way in and to the Common Area, subject to the provisions of this Declaration.

3.02 Owners Easement of Enjoyment. Every Owner shall have the right to an easement of enjoyment in and to any Common Area, which right shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(A) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by two-thirds of the Board and does not require the approval of the Members.

(B) Owners shall not plant, place, fix, install or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure, or improvement on the Common Area either in whole or in part without first obtaining the written consent of the Association. The Association may, without liability to any Owner, remove anything placed on, or replace anything removed from, the Common Area in violation of the provisions of this subsection and recover the cost of such removal from the responsible Owner(s).

3.03 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, its right of enjoyment to the Common Area and facilities to the members of its family, its tenants, or contract purchasers.

ARTICLE IV

GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following general limitations and restrictions:
4.01 **Antennae.** No radio or television aerial wires, towers, antennae, discs, satellites, dishes, or other special television or cable apparatus or equipment shall be erected, installed, or placed on a Lot without the prior written approval of the ACC, except for any antennae which may, at DECLARANT'S option, be erected by DECLARANT or DECLARANT'S designated representative.

4.02 **Subdividing.** No Lot which has been finally platted shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the ACC; provided, however, that when DECLARANT is the Owner thereof, DECLARANT may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the ACC. Each Owner does, by the purchase of any Lot within the Property, constitute and appoint DECLARANT in such Owner's name, place, and stead to subdivide or resubdivide and to grant consent to the subdivision or resubdivision of any Lot which is owned by DECLARANT. Nothing herein shall be deemed to require the approval of the ACC for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any Mortgage.

4.03 **Lot Consolidation.** If an Owner becomes the Owner of one or more contiguous and adjoining Lots, side yard building lines and parking setbacks common to the contiguous Lots may be waived by the ACC at its sole discretion.

4.04 **Temporary Buildings.** No structure of a temporary character, such as a mobile home, trailer, tent, shed, shack, or barn shall be placed, stored, or constructed on any Lot. A temporary office or work shed may, following written approval thereof by the ACC, be maintained upon any Lot or Lots by a Builder or real estate agency in connection with the construction and sale of Residences in the Subdivision, but such temporary structure shall be removed at completion of construction or sale of said Residences, whichever is applicable or within then (10) days following notice from the ACC. Each Lot may have one outbuilding, including portable structures used for accessory or storage purposes, provided such outbuilding (i) is limited to a maximum of eight feet (8') in height, (ii) contains no more than one hundred twenty
square feet (120 s.f.) of floor space, (iii) corresponds to the style, color, and architecture of the Residence to which it is appurtenant and (iv) is approved by the ACC prior to installation or construction.

4.05 Signs, Advertisements, and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected or displayed by any Owner (excepting, however, Builders and DECLARANT, approved by the ACC as hereinafter set forth) to the public view on any Lot except for one (1) sign advertising the Lot for sale, which sign must not exceed six square feet (6 s.f.) in area or be less than two square feet (2 s.f.) in area and must be professionally manufactured exclusively for the purpose of advertising the sale of real property. During development of the Property, as the ACC may reasonably deem necessary or proper in connection with an Approved Builder's promotion, development, and marketing of Lots and Residences within the Property, the ACC may allow such Builder the right to erect and maintain signs, billboards, or advertising devices on Lots owned by such Builder or DECLARANT (provided Builder has obtained the DECLARANT'S approval to use DECLARANT'S Lot). Such ACC approval and the extent of such approval shall be as provided in the Development Guidelines. Such approval granted by the ACC is discretionary and temporary in nature, which means that any signs, billboards, or advertising devices shall be removed within ten (10) days following notice to that effect from the ACC. No distress sale or foreclosure sale signs are permitted to be posted by any party whatsoever.

4.06 Rubbish and Debris. No rubbish or debris of any kind (including, without limitation, weeds, brush, tree stumps, discarded construction materials, or material of any nature deemed to be rubbish or debris by the ACC) shall be placed on the Property or permitted to accumulate thereon so as to render any such Property or any portion thereof unsanitary, unsightly, offensive, malodorous, or detrimental to any other property owner or to its occupants. The ACC shall determine what constitutes rubbish and debris, and what conditions render any portion of the Property unsanitary, unsightly, offensive, malodorous, or detrimental to any other property or to its occupants, and the decision of the ACC shall be final and binding on all parties. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. In no event shall such containers be maintained so as to be visible from neighboring property except
to make the same available for collection and, then, only for the shortest time reasonably necessary to
effect such collection.

4.07 Noise or Nuisance. No exterior speakers, horns, whistles, bells or other sound generating
deVICES (other than security devices used exclusively for security purposes) shall be located, used or placed
on any of the Property without the prior written approval of the Board. No noise or other nuisance shall
be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other
portion of the Property or to the occupants thereof.

4.08 Structural Soundness. No Owner shall do any act or undertake any work that will impair
the structural soundness or integrity of any Improvement within the Property or impair any easement or
hereditament within the Property, nor shall any Owner do any act or allow any condition to exist which
will adversely affect any Improvement within the Property or the Owner's thereof.

4.09 Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to
light only buildings, driveway areas, and walkways and shall not produce glare on neighboring streets, Lots
or Property. All ground level floodlighting fixtures shall be depressed or screened from public view in a
manner approved in writing by the ACC. Upon being given notice by the Association that any such lighting
is objectionable, the Owner shall take all necessary steps to properly shield same. Notwithstanding
anything in this Declaration or elsewhere to the contrary, no outdoor lighting shall be directed or focused
into any buffer zone, greenbelt or dedicated habitat or conservation easement.

4.10 Construction of Improvements. No Improvements shall hereafter be constructed upon any
Lot without the prior written approval of the ACC of the plans and specifications for the proposed
Improvements. No Improvements may be constructed on any Lot which would unreasonably obstruct the
view from other portions of the Property, and the positioning of all Improvements upon Lots within the
Property is hereby expressly made subject to ACC review and approval. 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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Page 17
4 10 deleted – see pages 62-63
thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any
Improvement upon the Property or the creating thereby of an obstruction to the view from such Owner's
Lot or Lots. Neither the ACC nor its members shall be liable to any Owner in monetary damages or
otherwise due to the disapproval of any plans and specifications. No construction activities shall be
permitted on Sunday or during night time hours (from thirty (30) minutes after sunset until thirty (30)
minutes prior to sunrise) unless consented to in writing by the ACC.

4.11 Construction Materials. All construction materials shall be approved by the ACC, and only
new construction materials (except for used brick) shall be used in constructing any Improvements.
Exposed metal roof decks which reflect light in a glaring manner such as galvanized steel sheets are
specifically prohibited. Painted, prefabricated metal roofs, tile roofs, built up flat roofs, wood shake or
wood shingle roofs, fiberglass roof shingles may be used with prior written consent of the ACC which may
specify a minimum quality or grade of materials. All projections from a residence or other structure,
including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and
exterior stairways shall match the color of the surface from which they project, or shall be of a color
approved by the ACC. No highly reflective finishes (other than glass, which may not be mirrored) shall
be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation the
exterior surfaces of any Improvements.

The masonry requirements for single and two-story structures shall be as follows:

One Story Structures: The exposed surface of all exterior walls of all single family
structures shall be constructed of 100% masonry, exclusive of roofs, eaves, soffits,
windows, gables, and trim work.

Two Story Structures: The exposed surface of all exterior walls of the first floor of all two
story structures shall be constructed of 100% masonry, exclusive of roofs, eaves, soffits,
windows, gables, and trim work. The exposed surface of all exterior walls on the second
floor of all two story structures which face a public right-of-way shall be constructed of
100% masonry, exclusive of roofs, eaves, soffits, windows, gables, and trim work and such
masonry shall wrap around to adjoining walls a minimum of ten (10) feet. In no event shall the overall exposed surfaces of all the exterior walls of any two story structure be constructed of less than 75% masonry, exclusive of roofs, eaves, soffits, windows, gables, and trim work.

Notwithstanding the foregoing, the ACC is empowered to waive or amend any masonry requirement if, in its sole discretion, such a waiver or amendment (i) is advisable in order to accommodate a unique or preferable building concept, design, or material, and (ii) will not distract from the general appearance of the Property.

4.12 Maintenance. Any Owner or occupant of any Residence shall have the duty of and responsibility for keeping the Property they own or occupy, and the Improvement thereon, in a well maintained, safe, clean, and attractive condition at all times. By way of example, such maintenance shall include, but not limited to, maintenance of all visible exterior surfaces of the Improvements and prompt removal of paper, debris, and refuse; removal of dead and diseased trees and plantings from the Property, prompt replacement of dull and/or peeling paint from the exterior of the Improvements; mowing, watering, fertilizing, weeding, replanting, and replacement of landscaping in accordance with the approved Landscape Plan; and, during construction, the cleaning of dirt, construction debris, and other construction-related refuse from street and storm drains and inlets as often as deemed necessary by either the Association or the ACC. If, in the opinion of the Association, the Owner or Occupant is failing in this duty and responsibility, then the Association may give the Owner or Occupant, or both, notice of such fact, and the Owner or Occupant must, within five (5) days of such notice, undertake the care and maintenance required to restore the Lot, Improvements, or both, to a safe, clean, and attractive condition. If the Owner or Occupant fails to fulfill this duty and responsibility after such notice, then the Association shall have the right and power, but not the obligation, to perform such care and maintenance, and the Owner or Occupant (or both of them) shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. If neither Owner nor Occupant reimburses the Association within thirty (30) days after receipt of a statement from the Association for the cost of such maintenance, the amount
4.13 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the ACC.

4.14 Use of Common Area. No land within the Common Area shall be improved, used or occupied, except in such manner as shall have been approved by DECLARANT in DECLARANT'S sole and absolute discretion. Further, the DECLARANT can improve use or occupy the Common Area without the consent of the ACC.

4.15 Fines for Violations. The Board is hereby authorized to set out a schedule of fines for violation of this Declaration and/or the Development Guidelines and/or any other rules and regulations of the Association. The amount of the fines for each type of violation may be adjusted by the Board from time to time. The amount of the fine if not paid when charged shall be added to the lien set out herein and shall be subject to the same penalties for non-payment, including but not limited to judicial and non-judicial foreclosure. The Association shall have the authority to collect any fines imposed under this or any other provision of this Declaration.

4.16 Drainage. Easements for drainage throughout the Property are or shall be reserved as shown on the recorded subdivision plats. No Owner, other than DECLARANT, may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner, other than DECLARANT, may:

(A) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(B) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the ACC;
(C) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements; provided, however, fences may be permitted by written approval of the ACC in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement;

(D) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(E) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Section 4.16 shall in no event be deemed or construed to impose liability of any nature on the ACC and/or DECLARANT, and the ACC and/or DECLARANT shall not be charged with any affirmative duty to police, control or enforce such provisions.

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

4.18 Animals. Notwithstanding anything herein or elsewhere to the contrary, no cats of any sort, whether domesticated, wild, or otherwise, shall be permitted outside any residence or other enclosed structure at any time. No kennel or other facility for rearing or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property. The keeping of other ordinary household pets such as dogs are allowed, but no poultry, livestock or other animals may be kept on any portion of the Property. The Board may, through River Place Community Association Rules, limit the type and number of ordinary household pets to be kept on any one Lot. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Structures for housing animals (e.g. doghouses) shall be screened from view.
19 Unseightly Articles; Vehicules. No article deemed to be unsightly by the ACC shall be permitted to remain on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing: (i) trailers, graders, trucks other than pickups, boats, tractors, inoperable vehicles, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all time, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck (other than minor emergency repairs), except in enclosed garages or other structures; (ii) no motor vehicle without a current inspection sticker, and no motor vehicle over 3/4 ton shall be kept or stored within the Property; (iii) each residential structure constructed within the Property shall have sufficient garage space, as approved by the ACC, to house all vehicles to be kept on the Lot, no vehicles of any kind shall be parked over night on any roadway within the Property, and no automobiles shall be parked on any Lot so as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours; (iv) no commercial vehicles bearing commercial names shall be parked on any Lot at any time except within enclosed structures or within screened areas which prevents view thereof from adjacent Lots and streets, unless such vehicles are temporarily parked for the purpose of serving a Lot; (v) service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from other Lots and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view; and (vi) liquid propane, gas, oil and other exterior tanks shall be kept within enclosed structures or permanently screened from view.

4.20 Mobile Homes, Travel Trailers, Recreational Vehicles, and Boats. No mobile homes shall be parked or placed on any portion of the Property at any time. No travel trailers, recreational vehicles, or boats shall be parked on any street within the Property at any time, nor on any Lot so as to be visible from adjoining property or public or private thoroughfares for more than twenty-four (24) hours.
4.21 Fences. Except as hereinafter specifically provided, all fences within the Property shall be constructed of wood, masonry, wrought iron, or any combination thereof; or any other material that in the sole opinion of the ACC is harmonious with the style of the community. The design of all fences shall be compatible and harmonious with the style of the community, as determined by the ACC in its sole discretion. No fence, wall, hedge or similar structure or growth shall be constructed greater than six feet (6’) in height unless approved in writing by the ACC. No fence, wall, or hedge shall be built or maintained between the front facade of the main structure and the street, except for decorative wing walls, fences or hedges which are part of the architectural design of the main structure, and retaining walls, provided they are approved by the ACC prior to construction. No chain-link fences may be built or maintained on any Lot, except in connection with tennis courts, provided such fences are black vinyl clad properly landscaped, and reasonably screened from public view. No fence, wall, hedge, or shrub planting which obstructs the view of drivers causing a traffic hazard will be allowed on any corner lot.

Notwithstanding the foregoing, the following fence restrictions shall apply to the following Lots:

(i) Lots 1-14, Block Q, Section 5: All fences, including, without limitation, fences along front, side, and rear lot lines, on Lots 1 through 14, inclusive, Block Q, River Place Section 5, shall only be constructed of a combination of masonry and wrought iron and shall not obstruct views (as determined by the ACC in its sole discretion) unless otherwise expressly approved by the ACC.

(ii) Lots 6-22, Block U, Section 5: All fences fronting and parallel to public right-of-way on Lots 6 through 22, inclusive, Block U, River Place Section 5, shall only be constructed of a combination of masonry and wrought iron and shall not obstruct views (as determined by the ACC in its sole discretion) unless otherwise expressly approved by the ACC.

(iii) Lots Backing up to Green Space: The fences along the rear lot lines of each Lot where the rear lot line abuts green space, including, without limitation, golf course, park land, habitat reserve, and greenbelt, shall be constructed of a combination of masonry and wrought iron and shall not obstruct views (as determined by the ACC in its sole discretion).
discretion) unless otherwise expressly approved by the ACC. Side and front yard fences on such Lots may be constructed of wood.

(iv) River Place Blvd. and Big View Drive: DECLARANT may, at its option and expense, elect to construct fences on all Lot lines abutting or adjacent to River Place Boulevard and Big View Drive. Such fences shall be constructed using a design and materials which the ACC, in its sole discretion, deems appropriate.

4.22 Protection of Trees. Specific precautions to protect existing trees with a diameter of nine inches (9") shall include encircling trees with protective fence/screen materials to minimize disturbance or compaction of soils within the ten feet (10') of the trees during construction. The ACC reserve the right to require any Owner to replace at his or her cost any existing trees with a diameter of nine inches (9") or more which are damaged by any activity, whether during the construction of the improvements or thereafter. If the Owner fails to replace any dead, damaged or diseased trees the Association after giving thirty (30) days advanced written notice may replace said dead, damaged or diseased tree at the expense of the Owner. For the purpose of determining the size of the tree, the diameter will be measured one foot above the ground at the base of the tree, and the ACC ruling on the diameter of any tree is final and binding on all parties.

ARTICLE V

SUPPLEMENTAL RESTRICTIONS AND ADDITIONAL RESTRICTIONS

In addition to the General Restrictions set forth above and any Supplemental Restrictions, the Property shall be subject to the following limitations and restrictions which are designed to protect the quality, harmony, and character of the Property:

5.01 Designation of Property Use. The DECLARANT shall retain the sole and absolute discretion to designate property use by Supplemental Restrictions. The use designated by DECLARANT in a Supplemental Restrictions will apply only to the portion of the Property encumbered by the Supplemental Restrictions. All Lots within the Property will be developed and improved only in accordance with the designated use set out in the Supplemental Restrictions. The DECLARANT retains the sole and absolute
discretion and right to abandon, amend, and/or replace Supplemental Restrictions to change the designated use, character, or harmony of any portion of the Property. Specifically, but without limitation, the Common Area or any portion or portions thereof may be conveyed by deed or easement to the Association, may be conveyed by deed or easement to any special assessment district or municipal utility district; or may be conveyed by deed or easement to Travis County or the City of Austin as parkland. In addition, any such conveyance may be made subject to the rights of any other utility provider to spray treated effluent upon all or any portion of the Common Areas subject to any restrictions now or hereafter recorded, but it is agreed that such rights are non-exclusive, and may be subject to the rights of the public generally in the event the Common Area is dedicated to the public or to any governmental authority. In the event that the Common Area is conveyed to the Association, the same will be considered to be Association Property and will be operated and maintained at the expense of the Association. Access to the Common Area may be limited to persons currently paying assessments, use fees and other charges or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the DECLARANT or its assigns may determine.

5.02 Improvements and Use.

(A) Separate portions of the Property may be designated by Supplemental Restrictions, by plat, or by municipal regulation for use as (i) single family detached residences, (ii) single family attached residences, (iii) condominiums, townhomes, cluster, patio, and other types of high density residential housing, (iv) commercial uses, including, without limitation, retail, office and apartment uses, (v) such other uses DECLARANT determines to be appropriate. No Lots within any portion of the Property designated by DECLARANT, by plat, or municipal regulation for use for single family detached dwellings shall be improved or used except as a dwelling or structure designated to accommodate not more than one single nuclear family, plus such improvements as are necessary or customarily incident to a single nuclear family residence.

(B) No Lot within any portion of the Property designated by DECLARANT, by plat, or municipal regulation for multi-family use shall be improved or used except for a condominium building,
townhouse complex, cluster housing, apartment, duplex or other multi-family structure, or any combination thereof.

(C) No garage located on a single family Lot shall have a front entry located more than five feet (5') in front of the front wall of the house unless prior express written approval is granted by the ACC. Interior walls of all garages must be finished (i.e. drywall must be taped, bedded, and painted at a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. No carports shall be constructed on any Lot without the prior written consent of the ACC. All garages must have garage doors constructed or faced with metal or an ACC approved alternative harmonious in quality and color with the exterior of the Improvements. A remote control opening and closing device will be installed on all garage doors unless otherwise approved by the ACC.

(D) No window, roof, or wall type air conditioner that is visible, as defined by the ACC in its sole discretion, from any public or private street drive or adjoining property shall be used, placed, or maintained on or in any structure. All other air conditioning units shall be screened from view by aesthetically pleasing landscaping, which landscaping shall be maintained at all times by the Lot owner.

(E) All sites shall be landscaped in accordance with plans submitted to and approved by the ACC. All plant material shall be installed prior to substantial completion of any Improvement. This period may be extended in writing by the ACC in the event of delays caused by adverse weather conditions or other causes beyond reasonable control. If such Owner shall fail to landscape its Lot as required by the ACC, the Association may, after ten (10) days written notice, cause the landscaping to be placed on the Lot and, the amount of such charge shall constitute a lien upon the Lot enforceable as the lien set forth in this Declaration, and shall be subject to the same penalties for non-payment, including but not limited to, judicial and non-judicial foreclosure. Such lien shall be subordinate to any mortgage lien.

(F) All exterior facade treatments which are visible from any public right-of-way must be continued down to a point no less than eighteen inches (18") from finish grade, so as to eliminate unfinished foundation walls. Any structure with a pier and beam foundation shall have all mechanical,
electrical, plumbing lines and fixtures located thereunder screened from view from any public street and from adjacent Lots and other portions of the Property. The ACC, in its sole discretion, will determine the adequacy of any screening technique employed.

(G) All solar panels or other solar collection devices must be approved in writing by the ACC prior to construction and/or installation on any portion of the Property. All solar panels or other solar collection devices shall be constructed as an integral part of the architectural design of any Improvement.

(H) Outside clotheslines or other exterior facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot unless they are erected, placed, and maintained exclusively within a fenced service yard or otherwise concealed and not visible from any neighboring portion of the Property.

(I) At no time shall any two (2) adjacent lots have the same or substantially similar floor plans. There shall be at least five (5) lots between any lots with the same elevation. Lots across the street from one another shall be treated as the same for purposes of determining the location of floor plans and elevations; but under no circumstances shall the same floor plan and/or elevation be across the street from one another.

5.03 Improvement Height. No Improvement greater than two and one-half (2-1/2) stories in height may be constructed on any single family residential Lot within the Property without the prior written approval of the ACC.

5.04 Construction in Place. All dwellings constructed within the Property shall be built in place on the Lot. The use of prefabricated modular construction techniques shall be allowed only with the prior written approval of the ACC.

5.05 Set Back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than is indicated by the building line shown on the recorded subdivision plat of the Subdivision in which the Lot is located. No Improvement shall be located nearer that five (5) feet to any interior side Lot lines unless approved in writing by the ACC. No Improvement shall be located nearer than seven and one-half (7.5) feet from any rear Lot line unless approved in writing by the ACC.
Also, for purposes of these covenants, eaves, steps and open porches shall be considered as part of the building, provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot.

5.06 Maintenance. The Owner of any Lot shall have the duty of and responsibility for keeping the premises, building, improvements, appurtenances and landscaping in a well maintained, safe, clean and attractive condition at all times. If, in the opinion of the ACC, any such Owner is failing in this duty and responsibility, then the Association may elect to give notice of such fact to such Owner, who shall within ten (10) days of such notice, undertake the care and maintenance required to restore said Lot to a safe, clean and attractive condition. Should any such Owner fail, after notice, to undertake the care and maintenance required to restore said Lot to a safe, clean, and attractive condition, as determined by the ACC, in its sole opinion, then the Association shall have the authority, but not the obligation, to perform such care and maintenance, and the Owner shall be liable for the cost thereof. If such Owner fails to reimburse the entity performing the work, the amount of such charge shall constitute a lien upon the Lot, as the lien set forth in this Declaration, and shall be subject to the same penalties for non-payment, including, but not limited to, judicial and non-judicial foreclosure. Such lien shall be subordinate to any mortgage lien.

Each Owner by acceptance of a deed from DECLARANT or DECLARANT’s successor, hereby grants to the Association the power to enter onto its Lot to perform such care and maintenance as required and hereby waives any right to damages against the Association for such entry upon the Lot.

5.07 Driveways. All driveways must be at least twelve (12) feet wide and constructed of concrete, or other material acceptable to and approved by the ACC. No asphalt driveways will be permitted. In addition to access restrictions noted on any recorded subdivision plat of any portion of the Property, no direct driveway access shall be permitted from any Lot to Big View Drive.

5.08 Swimming Pools. Moveable above ground-swimming pools are strictly prohibited within the Property. All swimming pools must be contained within fenced enclosures, and screened from view. No
5.09 Minimum Size of Single Family Residences. Subject to the provisions of any applicable Supplemental Restrictions, the minimum living area (exclusive of open porches, patios, and garages) for residences located on the following Lots shall be as follows:

<table>
<thead>
<tr>
<th>LOTS</th>
<th>SINGLE STORY</th>
<th>TWO STORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>All lots located in River Place Sections 2 and 4, and Lots 1, 2, 3, 4, and 5, Block U, River Place, Section 5</td>
<td>2,000 square feet</td>
</tr>
<tr>
<td>(ii)</td>
<td>All lots located in River Place Section 3</td>
<td>2,400 square feet</td>
</tr>
<tr>
<td>(iii)</td>
<td>Lots 6-22, inclusive, Block U, River Place Section 5</td>
<td>2,400 square feet</td>
</tr>
<tr>
<td>(iv)</td>
<td>All lots located in Block Q, River Place Section 5</td>
<td>2,800 square feet</td>
</tr>
</tbody>
</table>

The minimum living areas for residences constructed on all other Lots, including single family, cluster, patio, townhouse, and all other residential structures, shall be set out in Supplemental Restrictions.

ARTICLE VI

RIGHTS, DUTIES, AND OBLIGATIONS OF THE ASSOCIATION

The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association may be created by DECLARANT at any time by the filing of the Articles with the Secretary of State of the State of Texas. Without limiting the generality of the foregoing, and consistent with the law and the intent of the formation documents and the Declaration, the Association may, at the sole discretion of the Board (a) enforce these restrictive covenants, (b) carry out obligations of the Association, (c) acquire, maintain, and
otherwise manage the Common Area and Improvements owned by the Association, (e) pay any property
taxes appropriate, (f) obtain utilities, (g) contract for services, (h) retain professional counsel, (i) develop
and institute policies and roles, (j) convey or receive any easements or dedications of property
improvements or funds to those ends, (k) borrow funds, (l) sue or defend the Association, (m) establish
a working capital base, in an amount determined by the Board, (n) assess the membership fees and other
charges, (o) delegate its authority, but not its responsibility, to committees, officers, contractors, or
employees, and (p) provide, by whatever means necessary, the services required by the membership which,
in the opinion of the Board, promote the health, safety, welfare, and general quality of life for the
membership and the community. The Association may exercise any other right or privilege expressly given
to it by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from
the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such
right or privilege.

6.01 Membership. All Owners shall automatically be Members of the Association; provided,
however, that no Person shall be a Member by reason of ownership of lands used for public schools or
governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road,
easement, right-of-way, mineral interest, or Mortgage. Membership in the Association shall be appurtenant
to and shall run with the property. Membership may not be severed from or in any way transferred,
pledged, mortgaged, or alienated from the Property. Any mortgage or alienation of any membership other
than in connection with the mortgage or alienation of the appurtenant property shall be void.

6.02 Voting Rights.

(A) Entitlement. The Association shall have three (3) classes of voting membership:

(1) Class A Members shall be the Owners of Lots on which single-family residences are
to be or have been constructed. Class A members shall be entitled to one (1) vote for each Lot owned.

(2) Class B Members shall be the Owners of all or a part of a Lot on which a
townhouse, patio house, duplex, or other cluster or high density residences or a condominium unit (all of
which are referred to as a "Residential Unit") is to be or has been constructed. Class B members shall be
entitled to one (1) vote for each Residential Unit owned, provided that the construction of such Residential Unit is completed and the unit is ready for occupancy. The Owner of any Lot upon which Residential Units are to be constructed shall be restricted to one (1) vote for the entire Lot until all the individual Residential Units to be constructed thereon are completely constructed and ready for occupancy. At such time as the last Residential Unit on said Lot is completed and ready for occupancy, the right to cast said one (1) vote for the entire Lot shall cease.

(3) Class C Members shall be the DECLARANT. DECLARANT shall be entitled to the number of votes to which its property ownership entitles it under the Class A and B memberships outlined above. In addition, for every one (1) vote outstanding in favor of any other Person under Classes A and B, DECLARANT shall have ten (10) votes until the votes which are owned by persons other than DECLARANT total, in the aggregate, eighty percent (80%) of the total number of votes in Classes A and B. Thereafter, DECLARANT shall be entitled only to its votes under the Class A and B memberships, provided, however, that if DECLARANT loses its additional votes under this subparagraph, DECLARANT may thereafter regain such votes by the addition of new land to the Property as hereunder provided, if such addition of land lowers the percentage of votes in Classes A and B owned by persons other than DECLARANT to less than eighty percent (80%) of the total number of votes in Classes A and B. This subparagraph 6.02(A)(5) may not be amended without DECLARANT'S express written approval.

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

(C) Proxy Voting. Any Owner, including DECLARANT, may give a revocable written proxy to any Person authorizing such Person to cast the Owner's votes on any matter. Such written proxy...
shall be in such form as may be prescribed by the Bylaws, but no such proxy shall be valid for a period of greater than eleven (11) months.

(D) **Cumulative Voting.** Cumulative voting shall not be allowed.

(E) **Vote Casting.** The Person holding legal title to property shall be entitled to cast the vote allocated to such property and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial owner thereof in writing.

6.03 **Meetings.** There shall be an annual meeting of the Members of the Association at such reasonable place and time as may be designated in the Bylaws. No notice need be given of any annual meeting held at the time and place specified in the Bylaws, but the Board shall have the power to call or designate different times and places for any annual or special meetings, and in such case, written notice of the meeting shall be delivered to all Members not less than ten (10) nor more than fifty (50) days prior to the date fixed for such meeting.

(A) **Quorum.** The presence at any meeting, in person or by proxy, of Members entitled to vote at least twenty-five percent (25%) of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be reduced to ten percent (10%) of the total votes outstanding. Action may be taken by a vote of a majority of the votes present at such adjourned meeting unless provided otherwise in this Declaration.

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

(C) **Bylaws.** The Board may adopt Bylaws and such other rules and regulations as it deems appropriate to govern the Association and its procedures, including but not limited to the procedures for calling special meetings.

28

(A) Directors and Officers. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(B) By an Owner. Each Owner shall be liable to the Association for any damage to the Common Area of any type, to any equipment thereon, or to any of the Association's Property which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees. Further, it is specifically understood that neither the DECLARANT, the Association, the Board, nor any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of the Association's Property, including, without limitation, the Common Area and all facilities and improvements located thereon. Every Owner does hereby agree to defend, indemnify and hold harmless the DECLARANT, the Association, and the Board of Directors from any such claim or damage.

6.05 Enforcement. The Association and any Owner, shall have the right to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants,
easements, reservations, and restrictions now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any provision of this Declaration does not constitute
a waiver of the right to do so thereafter.

6.06 Severability. Invalidation of any one of these covenants, conditions or restrictions shall not
affect any other provision, which shall remain in full force and effect.

6.07 Term. The covenants, conditions and restrictions of this Declaration shall run with, and bind
the Property, for a term of thirty (30) years from the date hereof. Thereafter, the covenants, conditions,
and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years,
unless a written instrument, approved and executed by the Owners holding at least fifty percent (50%)
of the outstanding votes, is filed of record in the Real Property records of Travis County, Texas stating
the Owners' intention to terminate the covenants, conditions, and restrictions at the end of the current
term.

6.08 Books and Records. The books, records, and papers of the Association shall, during
reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-
Laws, and this Declaration shall likewise be available for inspection by any Member at the office of the
Association.

6.09 Notices. Any notice required to be sent to any Owner under the provisions of this
Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known
address of the person who appears as Owner on the records of the Association at the time of such mailing.

If an Owner fails to notify the Association of any change in address, then the Lot address shall be deemed
to be the last known address of the Owner.

6.10 Conflict with Deeds. If any part of this Declaration shall be in conflict with any covenant,
condition, or restriction within a previously recorded deed to any portion of the Property, the covenants,
conditions or restrictions within such deed shall govern but only to the extent of such conflict.

6.11 Modifications and Changes. DECLARANT reserves the right to modify and change the
conditions contained in Article VI for any additional land made subject to the Declaration if such
modifications and changes in DECLARANT'S judgement will result in a more common beneficial use and enhance the overall development plan for the Property.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

7.01 ACC. The ACC shall be composed of no less than three nor more than five individuals appointed by the Board and the Board reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity.

7.02 Term. Each member of the ACC shall hold office until such time as he or she has resigned or has been removed by the Board.

7.03 Standards and Procedures, Rules, and Development Guidelines. The ACC and the Association shall each have the authority to establish and promulgate rules, standards, policies, procedures, and Development Guidelines which either of them deems necessary and appropriate for the orderly development of the Property or any portion thereof. The ACC and the Association shall be guided by industry standards and may amend such rules, standards, policies, procedures and Development Guidelines when they determine it is necessary and appropriate. Such rules, standards, policies, procedures and Development Guidelines shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein, but nothing contained herein shall be deemed to affect any approval granted by the ACC in accordance with the terms of this Declaration prior to the amendment of such rules, standards, policies, procedures or Development Guidelines.

7.04 Architectural Review.

(A) Approval of Plans and Specifications. No Improvement of any kind shall be erected, placed, constructed, maintained or altered on any portion of the Property until the Plans and Specifications for such Improvement have been approved in writing by the ACC.

(B) Reasonable Review Fee. The ACC may charge the applicant a reasonable review fee established by the ACC in connection with the review of such proposed Plans and Specifications submitted for approval.

31
Decisions by the ACC. The ACC shall have the authority to approve or disapprove any proposed Improvement based upon this Declaration, applicable Supplemental Restrictions or Amendments to this Declaration, any applicable Development Guidelines as promulgated by the ACC. Such approvals and/or disapprovals shall in no event be construed as a representation or guarantee by the ACC or any member thereof that any structure will be built in a good or workmanlike manner, conform to building codes or be properly designed. Owners, architects, or builders shall have no right to attend any meeting of the ACC unless specifically requested by the ACC. The ACC shall, within seven (7) days of receipt of complete Plans and Specifications and all review fees, either approve or disapprove the proposed Improvement. Failure of the ACC to approve or disapprove any complete Improvement submittal in a timely manner will constitute an automatic approval of the submittal. Approvals will only be valid for two (2) years.

7.05 No Waiver of Future Approvals. The action of the ACC concerning any Plans or Specifications shall apply only to that specific submittal and shall not be construed to establish a precedent or constitute a future approval or disapproval.

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

7.07 Variances. The ACC may grant variances from compliance with any of the provisions of this Declaration, or any Supplemental Restrictions only with the approval of a majority of the Board acting at a duly called meeting. The Association, with the approval of a majority of its Board, may grant variances from compliance with any provisions of this Declaration or any Supplemental Restrictions, in its sole and absolute discretion and without the approval of the ACC or any other party. Variances shall not be construed to constitute a waiver of any covenant, restriction or the Development Guidelines. Variances must be evidenced in writing and must be signed by at least a majority of the voting members of the ACC. In lieu of a meeting, written unanimous consent of the Board will suffice for Association approval of a variance.
ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation of Assessments. The DECLARANT, for each Lot owned within the Property, hereby covenants, and the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(a) annual assessments and special assessments assessed pursuant to this Declaration; and

(b) annual and special assessments set forth in any Supplemental Restrictions.

Any unpaid assessments, together with interest, late charges and reasonable attorney's fees (as necessary for enforcement and collection), shall be a charge on and a continuing lien upon the Lot, against which each such assessment is made. Each such unpaid assessment, together with interest, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. However, the lien attaching to the Lot shall not be extinguished by the transfer of the property and said lien shall remain in full force and effect.

8.02 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the benefit, health, safety and welfare of the Members of the Association and, in particular, may include without limitation, establishing of reserve accounts for repair and/or replacement of common area improvements, purchasing property, maintenance, repair or improvement of any Common Area, drives, esplanades, setbacks and entryways, waterways, police and security service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, legal fees for the enforcement of these restrictions and collection of assessments and any other services which may benefit the Property or the Members, as determined by the Board, in its sole discretion. Parkways, esplanades, setbacks, entryways, and any other properties which are not contained in any Common Area may be maintained or
improved with Association funds if the Board, in its sole discretion, determines such action will benefit the Members.

8.03 Annual Assessments: Initial Annual Assessment. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior years' fund. The Board shall then assess regular annual assessments sufficient to pay such estimated net expenses and shall levy such assessments against all Owners, as herein provided. Such regular annual assessments shall be in addition to any special assessments set forth below or other assessments provided in any Supplemental Declaration. The annual assessments shall be levied as follows:

(A) Annual Assessments for Single Family Residential Lots. All Lots designated for single family residential use, the Board shall levy a uniform annual assessment. Until January 1, 1992, the maximum annual assessment levied against each single family residential lot shall be Two Hundred Forty and No/100 Dollars ($240.00). The annual assessment for single family residential lots shall commence on the 1st day of the month following conveyance of such Lot by DECLARANT to any third party.

(B) Annual Assessments for Other Residential Property. For all residential property other than single family residential property referenced in 8.03(A), including duplexes, condominiums, townhomes, and other cluster or high density residential property, the Board shall levy a uniform annual assessment against each such Residential Unit. Until January 1, 1992, the maximum annual assessment for such Residential Units shall be $240.00.

All Lots are subject to additional annual and special assessments as set out below and in any Supplemental Restrictions. The Owners consent by acceptance of its deed from the DECLARANT, or its successor, that the amount of such additional assessments shall be part of the continuing lien set out herein in this Article VIII.

The annual assessment provided for herein shall become due on the first day of the month following conveyance from DECLARANT to an Owner. Class C Members shall be subject to and be liable
for payment of one-fourth the annual assessments. The assessment for Lots on which Residential Units are to be constructed shall commence on the date construction of the Residential Unit(s) begins. In the event of an involuntary transfer, the Association may rebill the transferee for a prorated portion of the year remaining.

The first annual assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable when the Lot is purchased. The assessments for any year, after the first year, shall become due and payable in advance on the first day of January. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

8.04 Increases in Annual Assessments. The Board may determine and certify that the then current annual assessments for Lots are sufficient, insufficient, or excessive to reasonably meet the expenses and reserve of the Association and, at a meeting called for such purpose at least thirty (30) days in advance of the assessment period, by majority vote of the Board, may increase or decrease the annual assessment rates set forth above by an amount not to exceed fifteen percent (15%) of the previous annual assessment rate. An annual assessment shall not be increased or decreased more than once in any calendar year and any increases shall not take effect retroactively. Such increases authorized by the Board must apply the same percentage increase to all assessment rates set forth above, thereby maintaining the same relative weighing of assessment rates.

Should the Board determine that an increase or decrease exceeding 15% is necessary or that the relative weighing of the assessment rates should be changed, such assessment rate changes shall require the approval of two-thirds of all Members (including Class A, B, and C Members), who are voting in person or by proxy at a meeting duly called for this purpose. Changes in the relative weighing of assessment rates are further restricted to require unanimous Board approval, to result in no single rate increasing or decreasing by more than 15% in the year of the changes and to occur only once in any three year period.

8.05 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, once 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, repair or replacement of a capital improvement in the Common Area or any unusual infrequent expense benefiting the Association, provided that any such assessment shall have the approval of a majority of all Members, who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the annual assessment as set forth in the Declaration and shall be prorated in accordance therewith.

8.06 Notice and Quorum for Any Action Authorized Under Section 8.04 or 8.05. Written notice of any meeting called for the purpose of taking action requiring Member Vote under Section 8.04 or 8.05 hereof shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Owners or of proxies entitled to cast twenty-five percent (25%) of all the Voting Units shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. The quorum requirement will continue to reduce by half in this manner until quorum is achieved or the Board elects to table the action.

8.07 Notice of Annual Assessments. The Board shall fix the amount of the annual assessment and the late charge rate at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, including the due dates, shall be sent to every Owner and Lot Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

8.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law (judicial foreclosure or otherwise) against the Owner personally obligated to pay the same and/or non-judicially foreclose the lien against the property. In the event that the Association desires to enforce the lien through non-judicial foreclosure, it shall do so pursuant to Section 51.002 (Title 5, Subtitle
B, Chapter 51 as amended and modified from time to time) of the Texas Property Code and the Owners expressly grant to the Board a power of sale in connection with said lien through a Trustee designated in writing from time to time by the Board in their sole discretion. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment. At the foreclosure sale, the Board shall be entitled to bid on and purchase the Property if it is the successful bidder. Proceeds from the sale shall first be applied to satisfy the outstanding Assessment(s) and costs required in collecting the Assessment(s), including reasonable attorney’s fees, and the remainder shall be distributed to the Owner or their Mortgagee, as required by law.

8.09 Notice of Lien Affidavit. By acceptance of a deed from DECLARANT or DECLARANT’S successors-in-title, Owners acknowledge that when amounts are past due the Association may, but shall not be required to file in the Real Property Records of Travis County, Texas, a Notice of Lien Affidavit showing the amount past due.

8.10 Notice to Mortgages. Prior to filing any judicial action or non-judicial foreclosure proceeding, the Association shall first give (60) days advance written notice to any mortgagee (lien holder) by certified or registered mail sent to the last known mortgagee. The last mortgagee filed of record in the Real Property Records of Travis County, Texas shall be the mortgagee to which the Association is required to forward its notice.

8.11 Exempt Properties. All properties dedicated to and accepted by a municipal, county, state, or federal authority, and all properties owned by charitable or non-profit organizations, which are exempt from taxation by federal or state laws shall be exempt from the assessments created herein and the exempt property owners thereof shall have no voting rights with respect thereto. All property held by the Association as common area shall be exempt from assessments. The Board may make other exceptions where, in its determination at its sole discretion, there is a beneficial result to the development plan for the Property. Notwithstanding anything herein to the contrary, the Assessments, and liens securing same, shall be subordinate to any purchase money mortgages.
ARTICLE IX

MISCELLANEOUS

9.01 Utility Easements. 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, gas, telephone, electricity and appurtenances thereto. By virtue of this easement, it should be 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. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by DECLARANT or the ACC. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on any recorded subdivision plat of any portion of the Property and trim overhanging trees and shrubs located on portions of the Property abutting such easements.

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

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

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

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

9.06 Enforcement and Nonwaiver.

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

(B) Violations. Every act or omission whereby any provision is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by an Owner (at his own expense), DECLARANT, or the Board.

(C) Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the Property is hereby declared to be a violation and subject to all of the enforcement procedures set forth in said restrictions.
(D) **Nonwaiver**. The failure to enforce any provisions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

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

**9.07 Construction.**

(A) **Restrictions Severable.** The provisions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(B) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise that which is set forth any of the paragraphs, sections or articles hereof.

**9.08 Roadway Dedication and Maintenance.**

(A) No instrument shall be recorded which will dedicate or purport to dedicate to the public all or any portion of a common drive, private road, or street or private access easement within the Property without the prior written consent of the Travis County Commissioner’s Court.

(B) All private common drives, private roads, and private access easements shall be maintained totally and perpetually by the Association; Travis County will not be responsible for such maintenance.

(C) Notwithstanding anything herein to the contrary, no amendment to this Section 9.08 (A) or (B) above will be made without the prior written consent of the Travis County Commissioner’s Court, and such provisions may not be abolished or made null without the prior written consent of the Travis County Commissioner’s Court.
9.09 Amendment

(A) By DECLARANT. This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association. No amendment by DECLARANT shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes.

(B) By Owners. In addition to the method in Section 9.09(A) this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant under Classes A, B, and C set forth in Section 6.02, above, unless otherwise required by law.

9.10 Exhibits. All exhibits and other documents referred to or attached to this Declaration are rated herein by reference for all purposes.

Executed and effective this 15th day of July, 1991.

DECLARANT

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

BY: TEXAS HIGHLAND, INC., a Texas corporation, General Partner

BY: Andrew A. Schatte, President
This instrument was acknowledged before me this 15 day of July, 1991 by Andrew A. Schatte, President of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited Partnership, on behalf of said partnership.

Notary Public, State of Texas
Name Printed: Randy M. Welch
Commission Expires: 7-24-94

AFTER RECORDING, PLEASE RETURN TO

Kenneth M. Jones
Strasburger & Price
Armbrust & Brown
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

BEGINNING at an iron rod set in the south right-of-way line of FM 2222 (varying width) for the northeast corner of Lot 1 of "River Place Center", a subdivision or record in Book 86 Pages 196A-196C of the Travis County, Texas Plat Records, also being the most northwest corner of "River Place Section 1", a subdivision of record in Book 84 Pages 103A-105B of the Travis County, Texas Plat Records.

THENCE with the south line of said FM 2222, being the north line of said "River Place Section 1", S 48° 30' 26" E, a distance of 308.54 feet to an iron rod found for the northeast corner of said "River Place Section 1."

THENCE with the east line of said "River Place Section 1", S 29° 03' 03" W, a distance of 796.27 feet to an iron rod found for a southeast corner of said "River Place Section 1", being the northwest corner of a 0.35 acre tract as described in that deed to Don Engeling as recorded in Volume 8253, Page 979 of the Travis County, Texas Deed Records;

THENCE with the west line of said 0.35 tract, S 29° 43' 03" W, a distance of 204.08 feet to an iron rod set at the southwest corner of said 0.35 acre tract, being the northeast corner of a 0.96 acre tract as described in that certain quit claim deed to Steve Topletz, Trustee as recorded in Volume 8577, Page 469 of the Travis County, Texas Deed Records;

THENCE with the north line of said 0.96 acre tract, N 60° 02' 22" W, a distance of 10.00 feet to an iron rod set for the northwest corner of said 0.96 acre tract;
THENCE with the westerly line of said 0.96 acre tract the following four (4) courses and distances:

1. S 29° 43′ 03″ W, a distance of 1607.55 feet to an iron rod found,
2. S 21° 55′ 43″ W, a distance of 1352.58 feet to an iron rod set,
3. S 08° 47′ 25″ W, a distance of 736.24 feet to an iron rod set, and
4. S 29° 44′ 23″ W, a distance of 498.45 feet to an iron rod set for the southwest corner of said 0.96 acre tract.

THENCE with the north line of said 1441.33 acre tract being south line of said 0.96 acre tract, S 59° 57′ 16″ E, passing at a distance of 10.00 feet the southeast corner of said 0.96 acre tract, being the southwest corner of a tract of land described in that certain deed to Robert V. Thurmond, Jr. recorded in Volume 2722 Page 486 of the Travis County, Texas Deed Records, continuing with said north line of the 1447.27 acre tract being the south line of said Thurmond tract a total distance of 354.22 feet to an iron pipe found;

THENCE continuing with said north line of the 1447.23 acre tract being the south line of said Robert V. Thurmond, Jr. tract, S 60° 05′ 31″ E, passing at a distance of 2072.99 feet a point for the southeast corner of said Robert V. Thurmond, Jr. tract, continuing with the said north line of the said 1447.23 acre tract in conflict with that tract of land described in that deed to Sunbelt Savings Association of Texas as recorded in Volume 10129, Page 1 of the Travis County, Texas Deed Records, for a total distance of 3546.31 feet to an iron pipe found;

THENCE continuing with said north line of the 1447.23 acre tract the following two (2) courses and distances:

1. S 58° 53′ 06″ E, a distance of 151.43 feet to an oak tree in a fence, and
2. S 54° 20′ 16″ E, a distance of 68.76 feet to a 60d nail found in a fence corner post, from which a 1/2-inch iron rod found in a rock mound found for the northwest corner of that tract described in that deed to Letha Webb as recorded in Volume 10757, Page 208 of the Travis County, Texas Deed Records, bears N 44° 28′ 18″ E, a distance of 11.24 feet;

THENCE with the east line of said 1447.23 acre tract being in conflict with said Webb tract S 36° 27′ 25″ W, a distance of 1382.15 feet to an 18-inch ash tree;

THENCE continuing with said east line the 1447.23 acre tract being in conflict with said Webb tract passing at 269.10 feet, 3.17 feet right an iron rod found for the northwest corner of that tract as described in that deed to Consolidated Federal Bank FSB as recorded in Volume 10914, Page 113.
of the Travis County, Texas Deed Records and continuing in conflict with said Consolidated Federal
Bank tract, S 36° 40' 10" W, a distance of 3316.39 feet to an iron rod found;

THENCE continuing with said east line of the 1447.23 acre tract being the west line of said Bank tract, S 30° 23' 23" W, a distance of 1238.52 feet to a 3/4 inch iron pipe found for the most northerly corner of Lot 42, Phase One, Glenlake Subdivision, as recorded in Book 77, Pages 233-239 of the Plat Records of Travis County, Texas, said point also being the southwesterly corner of said Consolidated Bank tract, and also being the beginning of Segment I of a boundary line agreement between Lake Austin Properties, Ltd. and Walter Caven, Trustee, as recorded In Volume 8116, Page 199, and corrected In Volume 8171, Page 43, Travis County Deed Records, said point also being the northeast corner of that tract of land as described in that deed to Chas Schreiner Bank as recorded in Volume 10807, Page 805 of the Travis County, Texas Deed Records;

THENCE with the south line of said 1447.23 acre tract along said boundary line agreement, being the north line of said Schreiner Bank tract the following three (3) courses and distances:

1. S 72° 05' 38" W, a distance of 4009.85 feet to an iron rod found,
2. S 26° 43' 26" W, a distance of 312.53 feet to an iron rod set, and
3. S 08° 10' 28" W, a distance of 209.50 feet to a point being the approximate centerline of a slough;

THENCE continuing with said boundary line agreement, being an easterly line of said 1447.23 acre tract also being a westerly line of said Schreiner Bank tract, along the approximate centerline of said slough the following eleven (11) courses and distances:

1. S 78° 34' 04" E, a distance of 65.21 feet to a point,
2. S 77° 22' 56" E, a distance of 66.17 feet to a point,
3. S 59° 20' 14" E, a distance of 68.81 feet to a point,
4. S 45° 07' 32" E, a distance of 35.14 feet to a point,
5. S 21° 02' 59" W, a distance of 41.13 feet to a point,
6. S 24° 57' 16" W, a distance of 112.83 feet to a point,
7. S 50° 35' 45" W, a distance of 59.94 feet to a point,
8. S 49° 26' 37" W, a distance of 80.25 feet to a point,
9. S 11° 14' 35" W, a distance of 221.72 feet to a point,
10. S 35° 01' 23" W, a distance of 67.19 feet to a point, and

11. S 16° 29" 29' W, a distance of 570.21 feet to a point at the approximate mouth of said slough on the north shore of Lake Austin and the end of Segment I of said boundary line agreement;

THENCE along the north shore of Lake Austin the following four (4) courses and distances:

1. S 60° 43' 08" W, a distance of 114.47 feet to a point,
2. S 53° 03' 36" W, a distance of 624.91 feet to a point,
3. S 50° 47' 16" W, a distance of 2197.12 feet to a point, and
4. S 54° 44' 36" W, a distance of 1017.08 feet to an iron rod found for the southeast corner of a tract of land conveyed to Randall A. Miller by those certain deeds recorded in Volume 7695, Page 724 and Volume 7715, Page 984 of the Travis County, Texas Deed Records;

THENCE leaving the edge of Lake Austin around said Randall A. Miller tract the following six (6) courses and distances:

1. N 00° 53' 35" W, a distance of 287.25 feet to an iron rod found,
2. N 00° 52' 57" W, a distance of 410.68 feet to an iron rod found,
3. S 47° 13' 08" W, a distance of 246.90 feet to an iron rod found,
4. S 00° 54' 28" E, a distance of 293.21 feet to an iron rod found,
5. S 07° 03' 38" E, a distance of 201.03 feet to an iron rod found, and
6. S 35° 24' 16" E, a distance of 117.00 feet to a point on the said north shore of Lake Austin;

THENCE along said north shore S 60° 34' 24" W, a distance of 441.30 feet to a point for the beginning point of Segment II of said boundary line agreement being the southeast corner of that called 2 acre tract as described in that certain deed to First Federal Savings and Loan as recorded in Volume 10733, Page 786 of the Travis County, Texas Deed Records and referenced in that certain Master Deed of Resolution Trust Corporation as received of First Federal Savings and Loan Association of Laredo as recorded in Volume 11121, Page 181 of the Travis County Deed Records;

THENCE with a southerly line of said 144.723 acre tract being a northerly line of said 2.00 acre tract passing the northwest corner of said 2.00 acre tract, and along a northerly line of that tract of land...
described in that certain deed to Western Savings Association as recorded in Volume 10133, Page 77 of the Travis County, Texas Deed Records N 32° 45' 31" W, a distance of 553.54 feet to an iron rod found for a common ell corner of said 1447.23 acre tract, said Western Savings tract and said boundary line agreement;

THENCE with the westerly line of said 1447.23 acre tract also being the easterly line of said Western Savings Association tract and being said boundary line agreement, the following thirty-five (35) courses:

1. N 47° 09' 14" E, a distance of 969.72 feet to an iron rod found,
2. N 57° 36' 09" E, a distance of 1761.45 feet to an iron rod found,
3. N 51° 43' 35" E, a distance of 973.27 feet to an iron rod found,
4. N 50° 51' 16" E, a distance of 153.07 feet to an iron rod found,
5. N 72° 42' 06" E, a distance of 268.75 feet to an iron rod found,
6. N 16° 22' 15" E, a distance of 140.28 feet to an iron rod set,
7. N 15° 05' 54" E, a distance of 162.69 feet to an iron rod set,
8. N 00° 00' 05" E, a distance of 820.02 feet to an iron rod set,
9. N 38° 14' 54" W, a distance of 449.92 feet to an iron rod found,
10. N 11° 25' 37" W, a distance of 334.39 feet to an iron rod found,
11. N 08° 27' 23" E, a distance of 1215.59 feet to an iron rod found,
12. N 09° 22' 32" W, a distance of 700.07 feet to an iron rod found,
13. N 25° 58' 55" W, a distance of 1082.36 feet to an iron rod found,
14. S 84° 40' 12" E, a distance of 768.94 feet to an Iron rod found,
15. N 08° 44' 24" W, a distance of 392.35 feet to an iron rod found,
16. N 09° 27' 00" E, a distance of 668.22 feet to an iron rod found,
17. N 14° 34' 37" W, a distance of 599.09 feet to an iron rod set,
18. N 03° 30' 19" E, a distance of 150.00 feet to an iron rod set,

Page 5 of 10

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Page 51
19. S 88° 22' 50" W, a distance of 629.45 feet to an iron rod found,
20. N 75° 50' 04" W, a distance of 699.93 feet to an iron rod found,
21. N 54° 42' 09" E, a distance of 1021.12 feet to an iron rod found,
22. N 13° 54' 21" E, a distance of 729.92 feet to an iron rod found,
23. N 25° 25' 04" E, a distance of 1170.50 feet to an iron rod found,
24. N 37° 53' 29" E, a distance of 1190.54 feet to an iron rod found,
25. N 23° 44' 15" E, a distance of 588.63 feet to an iron rod found,
26. S 54° 54' 39" E, a distance of 1127.56 feet to an iron rod found,
27. S 28° 47' 43" W, a distance of 478.90 feet to an iron rod found,
28. S 23° 27' 34" E, a distance of 1170.50 feet to an iron rod found,
29. S 63° 19' 54" E, a distance of 772.72 feet to an iron rod set,
30. N 42° 57' 28" E, a distance of 182.47 feet to an iron rod set,
31. S 77° 49' 48" E, a distance of 413.91 feet to an iron rod found,
32. N 38° 59' 48" E, a distance of 859.55 feet to an iron rod found,
33. N 07° 48' 22" W, a distance of 172.10 feet to an iron rod found, and
34. N 46° 36' 59" W, a distance of 174.84 feet to an iron rod found for the
   southeast corner of Lot 21 Block C of River Place Section 4, a plat
   recorded in Book 85, Page 40 of the Travis County Plat Records;

THENCE around said Lot 21 the following three (3) courses:
1. N 25° 04' 21" E, a distance of 156.25 feet to an iron rod found,
2. a distance of 63.58 feet with an arc of a curve to the right whose center
   angle is 18° 12' 48" with a radius of 200.00 feet whose chord bears
   N 55° 49' 16" W, a distance of 63.31 feet to an iron rod found, and

EXHIBIT A
3. S 42° 26' 19" W, a distance of 136.23 feet to an iron rod found on said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract as also being said boundary line agreement;

THENCE with the said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract and being the said boundary line agreement the following eight (8) courses:

1. N 46° 36' 59" W, a distance of 106.00 feet to an iron rod found,
2. N 13° 52' 40" W, a distance of 218.58 feet to an iron rod found,
3. N 58° 30' 56" W, a distance of 331.29 feet to an iron rod found,
4. N 19° 06' 22" W, a distance of 148.97 feet to an iron rod found,
5. N 73° 22' 51" E, a distance of 111.41 feet to an iron rod found,
6. S 55° 12' 46" E, a distance of 199.12 feet to an iron rod found,
7. S 74° 14' 25" E, a distance of 242.61 feet to an iron rod found, and
8. S 82° 57' 00" E, a distance of 345.31 feet to an iron rod found for the end of Segment II and beginning of Segment III of said boundary line agreement;

THENCE with Segment III of said boundary line agreement and being said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract the following four (4) courses and distances:

1. N 29° 48' 43" E, a distance of 2520.77 feet to an iron rod found,
2. N 60° 11' 50" W, a distance of 2665.48 feet to an iron rod found from which a 3/4-inch iron pipe found in a rock mound bears N 48° 53' 39" E, a distance of 3.41 feet,
3. N 29° 55' 29" E, a distance of 878.89 feet to an iron rod found from which a 3/4-inch iron pipe found in a rock mound bears S 57° 32' 03" E, a distance of 12.97 feet, and
4. N 59° 49' 11" W, passing at a distance of 1637.57 feet an iron rod found for the end of Segment III of said boundary line agreement, a total distance of 1650.55 feet to a point in the southeast right-of-way line of FM Highway 620;
THENCE with the southeasterly line of FM Highway 620 (varying width) the following two (2) courses and distances:

1. N 71° 44' 51" E, a distance of 860.17 feet to a 1-1/4-inch iron rod found for a point of curvature,

2. a distance of 570.28 feet along a curve to the left with a radius of 653.11 feet, a central angle of 50° 01' 45" and a chord which bears N 46° 43' 59" E, a distance of 552.33 feet to an iron rod set for the south corner of a called 1.455 acre tract of land conveyed to the State of Texas as recorded in Volume 11123, Page 781 of the Travis County Deed Records,

THENCE with the easterly line of said State of Texas tract, being the proposed easterly ROW of FM 620 the following two (2) courses and distances:

1. N 29° 18' 56" E, a distance of 513.04 feet to an iron rod set, and

2. N 24° 49' 51" E, a distance of 333.00 feet to an iron rod set in the southwest line of a tract of land conveyed to Berne King and recorded in Volume 5599, Page 1777 of the Travis County Deed Records, and being in the north line of the said 1447.23 acre tract;

THENCE with the north line of said 1447.23 acre tract being the southwest line of said Bernice King tract passing the southeast corner of the tract being the southwest corner of the tract of land described in that certain deed to Harry Montandon as recorded in Volume 3902, Page 1751 and Volume 3364, Page 1719 of the Travis County, Texas Deed Records continuing with said north line passing the southeast corner of said Montandon tract being the southwest corner of a tract of land described in a certain deed to Bryan Montandon as recorded in Volume 9450, Page 944 and Volume 8528, Page 911 of the Travis County,.Texas Deed Records and continuing with said north line in conflict with said second Montandon tract passing at 1958.47 feet, and 0.56 feet nght an iron rod found for the southeast corner of said second Montandon tract being the southwest corner of that tract described in that deed to James Degroat as recorded in Volume 4553, Page 317 of the Travis County, Texas Deed Record, and continuing with said north line in conflict with said Degroat tract S 59° 34' 01" E, a distance of 2240.13 feet to an iron rod found for the northwest corner of a 0.50 acre tract of land described in that certain deed to Charles N. Webb as recorded in Volume 7641, Page 112 of the Travis County, Texas Deed Records;

THENCE with an easterly line of said 1447.23 acre tract being the northwest line of said Webb 0.50 acre tract, S 30° 12' 23" W, a distance of 514.54 feet to an iron rod found for the southwest corner of said Webb 0.50 acre tract;

THENCE with a north line of said 1447.23 acre tract being the southwest line of said Webb 0.50 acre tract, and the southwest line of Lot 3 and Lot 2 of "Bull Creek Place", a subdivision of record in
Book 77, Page 68 of the Travis County, Texas Plat Records, S 59° 48' 52" E, a distance of 236.58 feet to an iron rod found for the most southerly corner of Lot 2 of said "Bull Creek Place", and being in the northwest line of Lot 1 of said "River Place Center";

THENCE along the southerly line of Lot 1 of said "River Place Center" the following seven (7) courses and distances:

1. S 30° 13' 48" W, a distance of 131.45 feet to an iron rod found for a non-tangent point of curvature,

2. a distance of 419.68 feet along a curve to the right with a radius of 605.00 feet, a central angle of 39° 44' 43" and a chord which bears S 24° 13' 41" E, a distance of 411.32 feet to an iron rod found for a point of tangency,

3. S 04° 21' 20" E, a distance of 167.73 feet to an iron rod found for a point of curvature,

4. a distance of 208.36 feet along a curve to the left with a radius of 265.00 feet, a central angle of 45° 03' 01" and a chord which bears S 26° 52' 50" E, a distance of 203.04 feet to a point of tangency,

5. S 49° 24' 21" E, a distance of 108.93 feet to an iron rod found for a point of curvature,

6. a distance of 129.78 feet along a curve to the right with a radius of 394.01 feet, a central angle of 18° 52' 17" and a chord which bears S 39° 58' 13" E, a distance of 129.19 feet to a point of tangency, and

7. N 51° 28' 00" E, a distance of 275.07 feet to an iron rod set in the southwest line of a 10.166 acre tract of land as described in that deed to to Steve Topletz, Trustee as recorded in Volume 8701, Page 374 of the Travis County, Texas Deed Records;

THENCE leaving said Lot 1 of "River Place Center" with the northeast line of said 1447.23 acre tract being said southwest line of the 10.166 acre Topletz tract S 47° 22' 51" E, a distance of 213.43 feet to an iron rod found for the most southerly corner of said 10.166 acre tract being the southwest corner of said 5.5 acre tract described In that certain deed to Lamar Real Estate service as recorded in Volume 10185, Page 410 of the Travis County, Texas Deed Records and being a southwesterly corner of said "River Place Section 1";
THENCE with the easterly line of said 10.166 acre tract, being a westerly line of said 5.5 acre tract and "River Place Section 1", N 29° 43' 03" E, a distance of 01230.00 feet to an iron rod found for a southeast corner of said "River Place Center";

THENCE with the west line of said 5.5 acre tract being the west line of said "River Place Section 1" and being the east line of said 10.166 acre tract passing the southeast corner of said "River Place Center" and continuing with said west line of the 5.5 acre tract and "River Place Section 1" being the east line of said 10.166 acre tract and "River Place Center" N 29° 43' 03" E, a distance of 560.05 feet to the POINT OF BEGINNING and containing 1442.27 acres of land save and except 0.94 acres being Lots 5, 6, 7 and 8 Block F, Riverplace Section Four (4) as respectively described in that deed to Franklin L. Tuttle, Jr. as recorded in Volume 11373, Page 480 of the Real Property Records of Travis County, Texas and in that deed to William M. Keenan as recorded in Volume 11373, Page 637 of the Real Property Records of Travis County Texas and in that deed to Fred Fuller as recorded in Volume 11373, Page 598 of the Real Property Records of Travis County Texas and in that deed to John David Yarbrough as recorded in Volume 11373, Page 641 of the Real Property Records of Travis County Texas for a net of 1441.33 acres.

THE STATE OF TEXAS
COUNTRY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, Donald J. Kirby, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground during 1983 and 1984 and updated in September of 1989 and December 1990 under my direction and supervision.

WITNESS MY HAND AND SEAL this the 20th day of February, 1991, A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

DONALD J. KIRBY
Registered Professional Land Surveyor
No. 2508 - State of Texas

Page 10 of 10
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A
EXHIBIT "B"
TO RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RIVER PLACE RESIDENTIAL AREAS

1. All single family residential lots in River Place, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 85, Pages 3D-4A, Plat Records of Travis County, Texas;

2. All single family residential lots in River Place, Section 2-A, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 87, Pages 11C-11D, Plat Records of Travis County, Texas;

3. All single family residential lots in River Place, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 85, Pages 4B-4C, Plat Records of Travis County, Texas;

4. All single family residential lots in River Place, Section 4, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 85, Pages 4D and 5A-5B, Plat Records of Travis County, Texas;

5. All single family residential lots in River Place, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 85, Pages 97B-97C, Plat Records of Travis County, Texas; subsequently amended by Plat recorded in Volume 86, Pages 127B-127C, Plat Records of Travis County, Texas.

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

FILED
Jul 16 3 16 PM '91
SARA - SEVIOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

EXHIBIT B

STATEOF 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, as

Jul 16 1991

COUNTY CLERK
TRAVIS COUNTY, TEXAS
AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the "DECLARANT") heretofore submitted certain real property to a Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas (the "Declaration"); such real property being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential Area Owner's Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:

AMENDMENT

The following paragraph is added to Article V of the Declaration:

5.10 Mailbox Enclosures:

(A) The number of mailbox enclosures shall be limited within the Property and each enclosure shall serve more than one Lot. The ACC shall designate the Lot and the location on that Lot upon which a mailbox enclosure is to be constructed and shall further designate which of the adjacent Lots will share in its use (the total number of Lots using one enclosure will not exceed four (4)). All mailbox enclosures shall be constructed by a contractor selected by the ACC.

(B) All mailbox enclosures must be of similar design and construction. The enclosures shall be constructed according to the specifications set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

(C) The Owner of any Lot upon which a mailbox enclosure is located shall be responsible for its maintenance as set forth in Section 5.06. The cost of maintenance shall be shared equally among the Owners of those Lots served by the mailbox enclosure; provided, however that in the event the need for maintenance or repair is caused through the willful or negligent act of one of the Owners, his family, guests or invitees, liability for the cost of such maintenance or repair shall be the expense of that Owner as determined under Texas law.
Prior to the beginning of each calendar year, the ACC shall estimate the cost of constructing mailbox enclosures and shall establish for the upcoming year a fee to be charged to each Owner who buys a Lot within the Property during that year. As of January 1, 1995 and continuing until changed by the ACC, the fee for each Lot is $150.00. Each Owner's share of the cost must be collected at the time of closing on the sale of the Lot and transferred to the Association for use in construction of mailbox enclosures. If such Owner fails to pay his share of the cost, such amount shall constitute a lien upon the Lot enforceable as any other assessment lien in the manner provided for in the Declaration. Notwithstanding anything herein to the contrary, only one fee shall be collected for each Lot and shall not apply to a Lot for which the expense of mailbox enclosure construction has already been collected. This paragraph (D) shall apply only to the following described lots:

Section 6
Lots 1-11, Block G; Lots 27-37, Block H; and Lots 25-48, Block K

Section 7B-2
Lots 1-13, Block C; Lots 1-6, Block D; and Lots 1-3, Block E

Section 10
All Lots

(E) At the option of DECLARANT, the provisions of this paragraph 5.10 may be modified or deleted with regard to any future additional land added to the Property pursuant to paragraph 2.02. Such modifications or deletions shall be identified in the Notice of Additional Land.

Executed to be effective as of the 1st day of January, 1995.

DECLARANT:

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By: Texas Highland, Inc.
a Texas Corporation,
General Partner

By: John W Gravenor
Printed Name: John W Gravenor
Title: Vice-President/Authorized Agent

ASSOCIATION:

RIVER PLACE RESIDENTIAL AREA
OWNER'S ASSOCIATION, INC.

By: Gregory D. Reynolds
Printed Name: Gregory D. Reynolds
Title: President

By: Justin Noel
Printed Name: Justin Noel
Title: Secretary

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on the 16 day of February, 1995, by John W Gravenor, Vice-President/Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public in and for
The State of Texas
Printed Name of Notary
My Commission Expires:

GREGORY D. REYNOLDS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-28-98

REAL PROPERTY RECORDS
Travis County, Texas

Page 59
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of __________, 1995, by Gregory Reynolds, President of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

Printed Name of Notary
My Commission Expires: __________

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of __________, 1995, by Justin Noel, Secretary of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

Printed Name of Notary
My Commission Expires: __________

McMURTRY, EWALD & BLACKWELDER, P.C.
ATTORNEYS AND COUNSELORS AT LAW
814 WEST 10TH STREET
AUSTIN, TEXAS 78701

REAL PROPERTY RECORDS
Travis Cty., Texas

P 381 1997
RIVER PLACE
MAILBOX SPECIFICATIONS

FRONT
(Back to be of solid rock)

SIDES

TOP

BASE

EXHIBIT "A"

Additional Specifications

Footings: 24" x 24" x 6" (minimum)
Stone: White limestone, laid in rows (approximately 6" in height).
Mortar: White to beige.
Flag: To be mounted on the left side of each mailbox structure.

REAL PROPERTY RECORDS

Travis Co.

x833

12/21

10/10

Page 61
SECOND AMENDMENT TO RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS  §
COUNTY OF TRAVIS  §

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the
"DECLARANT") heretofore submitted certain real property to a Restated Declaration of
Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15,
1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas,
as amended by instrument date January 1, 1995, and recorded in Volume 12301, page 1015,
Real Property Records, of Travis County, Texas (the "Declaration"); such real property
being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said
Declaration may be amended by the DECLARANT so long as DECLARANT holds a
majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential Area
Owner's Association, Inc. certify that the DECLARANT has the requisite number of votes
to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:

AMENDMENT

1. Section 4.10 of Article IV is hereby deleted and replaced with the following
language:

"4.10 Construction of Improvements. No Improvements shall hereafter
be constructed upon any Lot without the prior written approval of the
ACC of the plans and specifications for the proposed Improvements.
No Improvements may be constructed on any Lot which would
unreasonably obstruct the view from other portions of the Property, and
the positioning of all Improvements upon Lots within the Property is
hereby expressly made subject to ACC review and approval. 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
Improvements 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.
No Improvement shall be allowed on any Lot which is of such size or
architectural design or involves the use of such landscaping, color
schemes, exterior finishes and materials and similar features as to be
incompatible with the residential development within the Property. The ACC shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentences and the decision of the ACC shall be final and binding so long as it is made in good faith. Neither the ACC nor its members shall be liable to any Owner in monetary damages or otherwise due to the approval or disapproval of any plans and specifications. No construction activities shall be permitted on Sunday or during night time hours [from thirty (30) minutes after sunset until thirty (30) minutes prior to sunrise] unless consented to in writing by the ACC.

2. The following sentence shall be added to Section 4.18, Article IV:

"For purposes of this section an animal is deemed to be allowed to run at large if it is outside a fenced area and is not on a leash being held by a person capable of controlling the animal."

3. Section 4.19, Article IV, is hereby deleted and replaced with the following language:

4.19 Unsightly Articles, Vehicles. No article deemed to be unsightly by the ACC shall be permitted to remain on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares.

(a) Without limiting the generality of the foregoing: trailers, graders, trucks (other than pick-ups), boats, tractors, improper vehicles, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck (other than minor emergency repairs), except in closed garages or other structures. Garage doors will be kept completely closed at all times when not actually necessary for the entry or exit of a vehicle or to facilitate yard work.

(b) No motor vehicle without a current inspection sticker and license, and no motor vehicle with a designation of over 3/4 ton shall be kept or stored within the Property.

(c) All vehicles to be kept on a Lot by the Owner or occupant will be housed inside the enclosed garage at all times when not in actual use. If more vehicles are kept than garage space was designed to accommodate, the Owner may apply to the ACC for a variance permitting a particular number of vehicles to be parked in the driveway. If approved, a variance sticker for the vehicle’s rear window will be issued in accordance with ACC procedures. Otherwise, no vehicle owned or operated by the Owner or occupant of a Residence will be parked in the driveway or on the street.

(d) No commercial vehicles bearing commercial insignia or names shall be parked on any Lot at any time except within enclosed structures or within screened areas which prevent view thereof from adjacent Lots and streets, unless such vehicles are temporarily parked for the purpose of serving a Lot.
Section 4.20, Article IV, is hereby deleted and replaced with the following language:

"4.20 Mobile Homes, Travel Trailers, Recreational Vehicles and Boats. No mobile homes shall be parked or placed on any portion of the Property at any time. No travel trailers, recreational vehicles, or boats shall be parked on any Lot or on any street within the Property at any time; provided, however, such trailers, vehicles or boats may be stored inside an enclosed garage on a Lot. Storage of these items in a garage, however, shall not constitute sufficient cause for a variance to park a vehicle in the driveway pursuant to Section 4.19(c)."

The second to last sentence of Section 4.21, Article IV is hereby deleted and replaced with the following sentence:

"No chain-link fences or other chain-link structures or enclosures may be built or maintained on any Lot, except in connection with tennis courts, provided such fences are black vinyl clad, properly landscaped, and reasonably screened from public view."

Subsection (B) of Article VI, Section 6.02 is hereby deleted and replaced with the following language:

"(B) Joint or Common Ownership. In the event that more than one Person attempts to cast a vote at a meeting on behalf of a Lot or Lots held jointly or in common with another/others, or if written notice of a dispute between such Owners over the casting of vote(s) is brought to the attention of the Board before any such vote is cast, the Owners are required to designate, in writing, the Person who shall be entitled to cast such vote(s) and no other Person shall be authorized to vote on behalf of such property interest. A copy of such written designation shall be filed with the Board before all voting at such meeting is counted, and, upon the failure of the Owners thereof to file such designation, such vote(s) shall neither be cast nor counted for any purpose whatsoever."

Subsection (C) of Article VII, Section 7.04 is hereby deleted and replaced with the following language:

"(C) Decisions by the ACC. The ACC shall have the authority to approve or disapprove any proposed improvements based upon this Declaration, applicable Supplemental Restrictions or Amendments to this Declaration, and any applicable Development Guidelines as promulgated by the ACC. Such approvals and/or disapprovals shall in no event be construed as a representation or guarantee by the ACC or any member thereof that any structure will be built in a good and workmanlike manner, conform to building..."
codes or be properly designed. Owners, architects, or builders shall have no right to attend any meeting of the ACC unless specifically required by the ACC. The ACC shall, within thirty (30) days of receipt of complete Plans and Specifications and all review fees, either approve or disapprove the proposed Improvement. If the ACC requests additional or amended materials or an amended Plans and Specifications 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 actually delivered to and received by the ACC. Additional fifteen (15) days 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 as set forth in the ACC request, then the Plans and Specifications shall be automatically disapproved. Failure of the ACC to approve or disapprove any complete Improvement submittal in a timely manner will constitute an automatic approval of the submittal. Approvals will only be valid for two (2) years.

8. The following sentence shall be added to the last paragraph of Section 8.03, Article VIII:

"Notwithstanding the above requirement for annual assessments to be payable on the first day of January, the assessments for any year may be paid in such installments as the Board, in its sole and absolute discretion, may designate."

9. Section 8.10 of Article VIII is hereby deleted.

Executed to be effective as of the 21st day of April, 1995.

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

By:  Texas Highland, Inc.  
a Texas Corporation,  
General Partner  

By:  John W. Gravenor  
Printed Name:  John W. Gravenor  
Title:  Vice-President/Authorized Agent  

ASSOCIATION:  
RIVER PLACE RESIDENTIAL AREA  
OWNER'S ASSOCIATION, INC.  

By:  Texas Highland, Inc.  
a Texas Corporation,  
General Partner  

By:  Greg D. Reynolds  
Printed Name:  Greg D. Reynolds  
Title:  President  

By:  Justin Noel  
Printed Name:  Justin Noel  
Title:  Secretary
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 24th day of May, 1995, by John W Gravenor, Vice-President/Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

KELLY EWING JOHNSON  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 03-28-99

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 24th day of May, 1995, by Gregory D. Reynolds, President of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY EWING JOHNSON  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 03-28-99

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 24th day of May, 1995, by Justin Noel, Secretary of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY EWING JOHNSON  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 03-28-99

Atty Recording Return To:  
McMURTRY, EHRLAND & BLACKWILDER, P.C.  
816 WEST 10TH STREET  
AUSTIN, TEXAS  78701

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
12447 0507
THIRD AMENDMENT TO RESTATEMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the
"DECLARANT") heretofore submitted certain real property to a Restated Declaration
of Covenants, Conditions and Restrictions for River Place Residential Area, dated July
15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County,
Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381,
page 1015, and May 24, 1995, recorded in Volume 12447, page 503, Real Property
Records, of Travis County, Texas (the "Declaration"); such real property being more
particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said
Declaration may be amended by the DECLARANT so long as DECLARANT holds a
majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential
Area Owner's Association, Inc. certify that the DECLARANT has the requisite number
of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as
follows:

AMENDMENT

The following paragraph shall be added to Section 4.12, Article IV:

"If at the time of purchasing a Lot, it is determined that the new Owner will not
construct Improvements within the near future, DECLARANT and Owner will execute
a Notice of Maintenance Charge to be filed in the Real Property Records of Travis
County, Texas. Upon recording such Notice of Maintenance Charge, the Owner
covenants and agrees to pay to the Association an annual charge for periodic mowing
of the Lot. The Association, in its sole discretion, shall determine the amount of
the annual charge and the frequency of mowing required for each such Lot. The first annual
charge shall be made for the balance of the calendar year as determined on a pro-rata
basis and shall become due and payable when the Lot is purchased. The charge for any
year after the first year, shall become due and payable in advance on the first day of
January. If the Owner does not pay the charge by January 31 of that same year, the
amount of such maintenance charge shall constitute a lien on the Lot and shall be
enforceable as any other assessment lien in the manner provided for in the Declaration.
Owner's payment of this maintenance charge and/or Association's performance of limited
EXECUTED to be effective as of the 20th day of October, 1995.

DECLARANT.

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By: Texas Highland, Inc.
a Texas Corporation,
General Partner

By: John W. Stevenson
Printed Name: John W. Stevenson
Title: Authorized Agent,Tex Ltd.

ASSOCIATION:

RIVER PLACE RESIDENTIAL AREA
OWNER'S ASSOCIATION, INC.

By: Printed Name: Philip Vicinelli
Title: President

By: Printed Name: Executive Asst.
Title: Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of October, 1995, by John W. Stevenson, Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

KELLY EWING JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-28-99

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of October, 1995, by Phillip Vicinelli, President of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY EWING JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-28-99

Notary Public, State of Texas
Printed Name: Kelly Ewing Johnson
My Commission Expires: 03-28-99
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23rd day of October, 1995, by Jesus Noel, Secretary of River Place Residential Area Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public, The State of Texas
Printed Name: Kelly Erving Johanson
My Commission Expires: 03-28-99

[Seal]

Kelly Erving Johanson
Secretary

File Number: 12551 0468

Page 69
FOURTH AMENDMENT TO RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the
"DECLARANT") heretofore submitted certain real property to a Restated Declaration
of Covenants, Conditions and Restrictions for River Place Residential Area, dated July
15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County,
Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381,
page 1015, May 24, 1995, recorded in Volume 12447, page 503, and October 20, 1995,
recorded in Volume 12551, page 466, Real Property Records of Travis County, Texas
(the "Declaration"); such real property being more particularly described in such
documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said
Declaration may be amended by the DECLARANT so long as DECLARANT holds a
majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential
Area Owner's Association, Inc. certify that the DECLARANT has the requisite number
of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as
follows:

AMENDMENT

Subparagraph (3) of Section 6.02(A), Article VI, is hereby deleted and replaced
with the following language:

"(3) Class C Members shall be the DECLARANT. DECLARANT shall be
entitled to the number of votes to which its property ownership entitles it under the
Class A and B memberships outlined above. In addition, for every one (1) vote
outstanding in favor of any other Person under Classes A and B, DECLARANT shall
have ten (10) votes until the votes which are owned by persons other than
DECLARANT total, in the aggregate, eighty percent (80%) of the total number of votes
in Classes A and B plus one (1) vote for each remaining lot within the Property as shown
on the most current preliminary or final subdivision plan (not yet recorded) approved
by the City of Austin, Travis County, Texas. Thereafter, DECLARANT shall be entitled
only to its votes under the Class A and B memberships, provided, however, that if

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12578 0112
DECLARANT loses its additional votes under this subparagraph, DECLARANT may thereafter regain such votes by the addition of new land to the Property as herein provided, if such addition of land lowers the percentage of votes in Classes A and B owned by persons other than DECLARANT to less than eighty percent (80%) of the total number of votes in Classes A and B. The subparagraph 6.02(A)(3) may not be amended without DECLARANT’S express written approval.

Executed to be effective as of the __ day of November 1995.

DECLARANT:

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By: Texas Highland, Inc.
a Texas Corporation,
General Partner

By: John W. Burrough
Printed Name: John W. Gravenor
Title: Authorized Agent, FPR Ltd.

ASSOCIATION:

RIVER PLACE RESIDENTIAL AREA
OWNER’S ASSOCIATION, INC.

By: Philip Kissell
Printed Name: Philip Kissell
Title: President

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22 day of November, 1995, by John W. Gravenor

AUTHORIZED AGENT of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

KELLY FOSTER JOHNSON
NOTARY PUBLIC
State of Texas
Printed Name: Kelly Foster Johnson
My Commission Expires: 03-28-99

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22 day of November, 1995, by Philip Kissell

President of River Place Residential Area Owner’s Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY FOSTER JOHNSON
NOTARY PUBLIC
State of Texas
Printed Name: Kelly Foster Johnson
My Commission Expires: 03-28-99

REAL PROPERTY
TRAVIS COUNTY, TEXAS
12578 0113
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22nd day of November, 1995, by Justin Noel, Secretary of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Kelly Ewing Johnson
Notary Public, The State of Texas
Printed Name Kelly Ewing Johnson
My Commission Expires: 03-28-99

[Stamp]
Kelly Ewing Johnson
NOTARY PUBLIC
State of Texas
Comm. Exp: 03-28-99

[Stamp]
Kelly Ewing Johnson
NOTARY PUBLIC
State of Texas
Comm. Exp: 03-28-99

[Stamp]
Kelly Ewing Johnson
NOTARY PUBLIC
State of Texas
Comm. Exp: 03-28-99

95 DEC - 6 AM 10:05
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ARAB RECORDING RESEARCH inc.
McMURTRY, EWALD & BLACKWELDER, P.C.
816 WEST 10TH STREET
AUSTIN, TEXAS 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12578 0114
FIFTH AMENDMENT TO RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the "DECLARANT") heretofore submitted certain real property to a Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381, page 1015, May 24, 1995, recorded in Volume 12447, page 503, October 20, 1995, recorded in Volume 12551, page 466, and November 22, 1995, recorded in Volume 12578, page 112, Real Property Records, of Travis County, Texas (the "Declaration"); such real property being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential Area Owner's Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:

AMENDMENT

Section 4.19, Article IV, is hereby deleted and replaced with the following language:

4.19 Unsightly Articles, Vehicles. No article deemed to be unsightly by the ACC shall be permitted to remain on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares.

(a) Without limiting the generality of the foregoing: trailers, graders, trucks (other than pick-ups), bulldozers, unrepairable vehicles, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck.
(other than minor emergency repairs), except in closed garages or other structures. Garage doors shall be closed after dark and shall not be open for a period in excess of 5 hours during daylight hours unless there is ongoing garage or outside activity.

(b) No motor vehicle without a current inspection sticker and license, and no motor vehicle with a designation of over 3/4 ton shall be kept or stored within the Property.

(c) Any vehicle to be kept on a Lot by the Owner or Occupant will be housed inside the enclosed garage, unless it has an approved variance sticker. During daylight hours, one vehicle without an approved variance sticker may be parked in the driveway of any Lot for a period not to exceed five (5) hours per day. No vehicles shall be parked in the driveway of any Lot after dark without an approved variance sticker. If more vehicles are kept than garage space was designed to accommodate, the Owners may apply to the Architectural Committee for a variance sticker. If approved, a variance sticker will be used in accordance with Architectural Committee procedure. Use of parking space in garage for work area/storage (example: boxes, toys, exercise equipment, furniture, permanent work bench, etc.) instead of vehicles is strictly prohibited. Also refer to 4.20 for use of garage for other vehicle storage (Boats, Motor Homes, etc.) No vehicle owned or operated by the Owner or Occupant of a Residence will be parked on the street. Parking on the street is hazardous to walkers, joggers and especially children.

(d) No commercial vehicles bearing commercial insignia or names shall be parked on any Lot at any time except within enclosed structures or within screened areas which prevents view thereof from adjacent Lots and streets, unless such vehicles are temporarily parked for the purpose of serving a Lot.

(e) Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from other Lots and no lumber, grass, plant waste, shrub or tree clippings, metal, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

(f) No liquid propane, gas, oil or other exterior tanks shall be kept on the Property unless approved by the ACC.

Executed to be effective as of the 27th day of January, 1997.
DECLARANT

FIRST RIVER PLACE RESERVE, LTD.

By: Texas Highland, Inc.

a Texas Corporation,

General Partner

By: John W. Grassner

PrinVdjName: John W. Grassner

Title: Authorized Agent, FPR Ltd.

ASSOCIATION:

RIVER PLACE RESIDENTIAL AREA
OWNER'S ASSOCIATION, INC.

By:

Printed Name: Phillip Viscell

Title: President

By: 

Printed Name: 

Title: Secretary

THE STATE OF TEXAS
COUNTY OF DAVIS

This instrument was acknowledged before me on the 27th day of January, 1997, by John W. Grassner, Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

KELLY EWING JOHNSON

Notary Public, The State of Texas

Printed Name: KELLY EWING JOHNSON

My Commission Expires: 03-28-99

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27th day of January, 1997, by Phillip Viscell, President of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY EWING JOHNSON

Notary Public, The State of Texas

Printed Name: KELLY EWING JOHNSON

My Commission Expires: 03-28-99

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12874 1348
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27th day of January, 1997, by Justin H. Reed, Secretary of River Place Residential Area Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KELLY EWING JOHNSON
NOTARY PUBLIC
State of Texas

FILED
97FEB19 PH12:41

DANA DEGEOVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Kelly Ewing Johnson
Notary Public, State of Texas
Printed Name: Kelly Ewing Johnson
My Commission Expires: 03/28/99

FEB 19 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT # 40862701 TRAVIS: 40862701
PAY #: 2/15/97 TRAPS DATE: 2/20/97
PAID BY: CHECK 10173

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12874 1349
AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS.

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

RECITALS

A. Declarant, recorded that certain Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Areas, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas, as supplemented (the "Declaration"), which pertains to certain real property therein described.

B. Pursuant to Section 9.09(A) of the Declaration, the Declaration may be amended by Declarant, acting alone, so long as Declarant holds a majority of the votes in the River Place Residential Community Association, Inc., a Texas non-profit corporation (the "Association").

C. An amendment to the Declaration by the Declarant pursuant to Section 9.09(A) is effective upon execution and acknowledgment by the President and Secretary of the Association certifying that Declarant holds a majority of votes in the Association and recordation of the amendment in the Real Property Records of Travis County, Texas.

D. The President and Secretary of the Association hereby certify, by their execution below, that Declarant holds a majority of votes in the Association.

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

1. Board of Directors - Advisory Member. Article VI, Section 6.02(A)(3) of the Declaration is hereby amended by the addition of the following sentence:

Upon termination of DECLARANT'S status as a Class C Member, DECLARANT shall be entitled to appoint a liaison to the Board. DECLARANT'S liaison shall receive notice of and be entitled to attend all meetings, including, but not limited to private or executive sessions, of the Board.
2. **Technical Correction.** The last sentence of Article VI, Section 6.02(A)(3) is hereby deleted in its entirety, and the following is substituted in its place:

This subparagraph 6.02(A)(3) may not be amended without DECLARANT’S express written approval.

3. **Dedication of Common Area.** Article V, Section 5.01 of the Declaration is hereby amended by the addition of the following sentence:

The Association shall accept all or any portion of Common Area, or other land owned by DECLARANT which DECLARANT desires to transfer or convey to the Association. Such Common Area or land shall be conveyed to the Association by deed or easement.

4. **Preservation of Declarant’s Rights.** Article VI, Section 6.02(A)(3) of the Declaration is hereby amended by the addition of the following sentence:

Notwithstanding any provision in this Section 6.02(A)(3) or elsewhere in this Declaration to the contrary, the termination of DECLARANT’S classification as a Class C Member hereunder shall in no event or circumstance be interpreted as a termination of rights reserved to DECLARANT elsewhere in this Declaration or in any Supplemental Declaration. A termination of Class C Membership shall act only to terminate the additional votes allocated to DECLARANT pursuant to this Section 6.02(A)(3); however, DECLARANT may continue thereafter to exercise any right or power reserved or allocated to DECLARANT under the terms and provisions of this Declaration or any Supplemental Declaration. Any right or power reserved or allocated to DECLARANT under the terms or provisions of this Declaration or any Supplemental Declaration may only be terminated by written instrument executed by DECLARANT and recorded in the Real Property Records of Travis County, Texas.

5. **Variances.** Article VII, Section 7.07 is hereby deleted in its entirety and the following is inserted in its place:

The ACC, with the approval of a majority of the Board and DECLARANT, or DECLARANT, acting alone, may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use. All variances initiated by the ACC must be evidenced in writing and must be signed by at least a majority of the members of the Architectural Control Committee and DECLARANT. All variances initiated by the DECLARANT must be executed by DECLARANT. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any
Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and in no event shall such variance be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

6. **Exempt Properties.** Article VIII, Section 8.11 of the Declaration is hereby amended by the addition of the following sentence:

   Notwithstanding any provision in this Section 8.11 or elsewhere in this Declaration to the contrary, in no circumstance or event shall assessments, annual, special, or otherwise, be levied against: (i) any non-residential property, amenities or facilities; (ii) any property, amenities or facilities owned by DECLARANT, or (iii) any property, amenities, or facilities used, associated with, or related to the operation of any golf course or facilities which comprise at any time, and from time to time, the country club located within the River Place development, commonly known as the "River Place Country Club."

7. **Assessments.** Article VIII, Section 8.12 of the Declaration is hereby amended by the addition of the following sentence:

   This Article VIII shall govern all assessments or other payments to the Association for annual assessments, special assessments or any other assessments, dues, fees or payments of any kind to or for the benefit of the Association. No new assessments, fines, charges or fees, unless otherwise permitted in this Article VIII, shall be made by the Association without the express written consent of the DECLARANT.

8. **Collectability of Attorney's Fees- Enforcement Proceedings.** The last sentence of Article IX, Section 9.06(A) of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

   The right of enforcement shall include the right to seek injunctive or any other relief provided or allowed by law for the violation of any term or provision of this Declaration and to recover from the violating party all costs and expenses incurred by any Owner, DECLARANT, the Board, or the Association in the prosecution of such enforcement proceedings, including, but not limited to attorneys, fees and court costs. DECLARANT, by written notice to the Board, may void any enforcement proceeding, action or fine arising under this Declaration, as amended, if DECLARANT, in DECLARANT'S sole and absolute discretion, determines that such proceeding, action, or fine will devalue, impede or stop the development,
operation, sale, disposal or any other legal use of property owned by DECLARANT

9 Amendment Limitations. Article IX, Section 9.09(B) of the Declaration is hereby deleted in its entirety, and the following is substituted in its place:

(B) By Owners. In addition to the method in Section 9.09(A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by (i) DECLARANT, and (ii) the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by fifty-one percent (51%) of the number of votes cast at a meeting of the Class A, B and C Members, said meeting being called and conducted in accordance with the Bylaws of the Association.

This subsection (B) may only be amended with the written consent of DECLARANT and the unanimous consent of each class of Members entitled to cast votes pursuant to Section 6.02 of the Declaration.

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

Executed to be effective on this 20th day of November, 1997

DECLARANT

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

By Texas Highland, Inc., a Texas corporation, its General Partner

By John W Gravenor
Attorney-in-Fact
CERTIFIED AS TO THE VOTE TABULATION
SET FORTH IN PARAGRAPH C
OF THE RECITALS.

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

By: ____________________________
Printed Name: Phillip V. Gravenor
Title: President

By: ____________________________
Printed Name: __________________
Title: Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 20th day of November, 1997, by John W
Gravenor, Attorney-in-Fact for Texas Highland, Inc., a Texas corporation, General Partner of FIRST RIVER
PLACE RESERVE, LTD., a Texas limited partnership, on behalf of said corporation and partnership.

[Notary Public Signature]

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 20th day of November, 1997, by
Phillip V. Gravenor, President of RIVER PLACE RESIDENTIAL COMMUNITY
ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Notary Public Signature]
THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 26th day of November, 1997, by
Justin Noel, Secretary of RIVER PLACE RESIDENTIAL COMMUNITY
ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

AFTER RECORDING RETURN TO:

Robert D. Burton
Amburst Brown & Davis, L.L.P
100 Congress Avenue, Suite 1350
Austin, Texas 78701
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the "DECLARANT") heretofore submitted certain real property to a Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381, page 1015, May 24, 1995, recorded in Volume 12447, page 503, October 20, 1995, recorded in Volume 12551, page 466, November 22, 1995, recorded in Volume 12578, page 112, January 27, 1997, recorded in Volume 12874, page 1346 and November 20, 1997, recorded in Volume 13067, page 318, Real Property Records, of Travis County, Texas (the "Declaration"); such real property being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential Area Owner's Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;
WHEREAS, Newmark Homes, L.P is the Owner of the following described property (the “Property”):

Lots 171 and 172, Block Q, River Place, a subdivision in Travis County, Texas, as shown by map or plat of record in Volume 93, Pages 356-358 Plat Records of Travis County, Texas,

WHEREAS, Newmark Homes, L.P wishes to consolidate such Lots and agrees to restrict said Lots to provide that only one single family residence shall be erected on the two Lots and;

WHEREAS, the DECLARANT is in agreement with such a change;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:

1. Notwithstanding Article VI, Section 6.02 of the Declaration, said Property shall be considered one Lot for all purposes of the Declaration and specifically with regard to membership in the River Place Residential Area Owner’s Association, Inc., and with regard to voting rights.

2. Notwithstanding Article VIII, Section 8.03 of the Declaration providing for various assessments or any other provisions of the Declaration, the Owner of the Property shall be considered one Lot for assessment purposes and the Owner thereof shall be required to pay an assessment only on the basis of one Lot.

3. Newmark Homes, L.P., the Owner of the Property, its successors and assigns, hereby restricts the Property and the Declaration is hereby amended to provide that only one single-family residence may be constructed on the Property.

4. Any easements, side yard building lines and parking setbacks retained over the common lot line of the Property are hereby released and terminated.

Executed to be effective as of the ___ day of August, 1998.
DECLARANT

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By Texas Highland, Inc.
a Texas Corporation,
General Partner

By John Gravenor
Printed Name: John Gravenor
Title: Authorized Agent, FRPR LTD

ASSOCIATION:

RIVER PLACE RESIDENTIAL AREA
OWNER'S ASSOCIATION, INC.

By
Printed Name: Phillip Viccinelli
Title: President

By
Printed Name: Justin Noel
Title: Secretary

OWNER OF LOTS 171 AND 172
NEWMARK HOMES, L.P

By
Printed Name: Brian Shields
Title: Sr. Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of August, 1998, by John W Gravenor, Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, The State of Texas
Printed Name
My Commission Expires:
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of August, 1998, by Phillip Viccinielli, President of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, The State of Texas
Printed Name _________________________
My Commission Expires: ____________________________

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of August, 1998, by Justin Noel, Secretary of River Place Residential Area Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, The State of Texas
Printed Name _________________________
My Commission Expires: ____________________________

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of August, 1998, by Brian Hand, Vice President, of Newmark Holmes, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, The State of Texas
Printed Name _________________________
My Commission Expires: ____________________________

After Recordation Return To
CERTIFIED MANAGEMENT OF AUSTIN
3007 Longhorn Blvd. #100
Austin TX 78758

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13254 1354
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
RECORDS of Travis County, Texas, on

AUG 25 1998

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13254 1355

RECEIPT# 10012918 TRANS# 10614 DEPT: REGULAR RECORD $$$7.00
CASHIER: HUTCH FILE DATE: 8/25/98 TRANS DATE: 8/26/98
PAID BY: CHECK 12559
SIXTH AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the "DECLARANT") heretofore submitted certain real property to a Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381, page 1015, May 24, 1995, recorded in Volume 12447, page 503, October 20, 1995, recorded in Volume 12551, page 466, November 22, 1995, recorded in Volume 12578, page 112, January 27, 1997, recorded in volume 12874, page 1346, and November 20, 1997, recorded in volume 13067, page 318, Real Property Records, of Travis County, Texas (the "Declaration"); such real property being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association; and

WHEREAS, the undersigned President and Secretary of River Place Residential Community Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:
AMENDMENT

Article IX, Section 9.06 of the Declaration is hereby amended by the addition of the following subsection:

"(F) Attorney's Fees. If the Board retains an attorney to enforce any of the terms and provisions hereof against an Owner, the Association shall be entitled to recover from said Owner all costs and expenses of enforcement including reasonable attorney's fees, whether or not a lawsuit is actually filed. Such costs and expenses shall be the personal obligation of said Owner and a charge on and a continuing lien upon such Owner's Lot, and shall be subject to the collection remedies set forth in Article VIII, Sections 8.08 and 8.09."

Executed to be effective as of the 10th day of November, 1998.

DECLARANT

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By: Texas Highland, Inc.
a Texas Corporation,
General Partner

By: John W. Gravenor
Printed Name: John W. Gravenor
Title: Authorized Agent

ASSOCIATION:

RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

By: Printed Name: Phillip Viccinelli
Title: President

By: Printed Name: Justin Noel
Title: Secretary

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 10th day of November, 1998, by John W. Gravenor, Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

Notary Public, The State of Texas
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10th day of November 1998, by Phillip Viccinelli, President of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10th day of November 1998, by Justin Noel, Secretary of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.
NINTH AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER PLACE RESIDENTIAL AREAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, (the "DECLARANT") heretofore submitted certain real property to a Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Area, dated July 15, 1991, recorded in Volume 11479, Page 386, Real Property Records of Travis County, Texas, as amended by instruments dated January 1, 1995, recorded in Volume 12381, Page 1015, May 24, 1995, recorded in Volume 12447, Page 503, October 20, 1995, recorded in Volume 12551, Page 466; November 22, 1995, recorded in Volume 12578, Page 112; January 27, 1997, recorded in Volume 12874, Page 1346; November 20, 1997, recorded in Volume 13067, Page 318; August 18, 1998 recorded in Volume 13254, Page 1351, and November 10, 1998 recorded in Volume 13316, Page 674, Real Property Records, of Travis County, Texas (the "Declaration"); such real property being more particularly described in such documents; and

WHEREAS, pursuant to Article IX, Section 9.09 (A) of the Declaration, said Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association; and
WHEREAS, the undersigned President and Secretary of River Place Residential Community Association, Inc. certify that the DECLARANT has the requisite number of votes to amend the Declaration;

NOW, THEREFORE, the DECLARANT hereby amends the Declaration as follows:

AMENDMENT

1. Section 114, Article I, is hereby deleted and replaced with the following language:

"114 Improvement. "Improvement" or Improvements" shall mean all structures, all appurtenances thereto and to a Lot, and all landscaping improvements of every kind and type affecting the natural condition of the land or the drainage of surface waters on, across or from the land, including, but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, driveways, sidewalks, parking areas, site lighting, landscaping, signs, site grading, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and any exterior additions, changes or alterations thereto."

2. The following section is hereby added to Article I as Section 1.34.

"1.34 View, Public View or Visible. "View, Public View or Visible" shall mean, with respect to any given object, that such object is or would be visible to a person standing on any part of a neighboring property or a public or private street."
3. The following sentence is hereby added to Section 4.01, Article IV

"The enforcement of this Section 4.01 and ACC rules shall be subject to then current Federal Communication Commission Rules governing restrictions which impair reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution services."

4. Section 4.12, Article IV, is hereby deleted and replaced with the following language:

"4.12 Maintenance. The Owner or occupant (or both of them) of each Lot shall have the duty of and responsibility for keeping such Lot, the adjacent street right-of-way (up to the curb of the street), and the Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Without limiting the generality of the foregoing:

(A) Maintenance shall include regular mowing, watering, fertilizing, edging of turf areas, and weed control of the turf and landscape areas. Diseased or dead plants or trees must be removed and replaced.

(B) All visible exterior surfaces of the Improvements must be maintained to include prompt painting/replacement of dull, discolored and/or peeling paint or other finish, repair/replacement of rotted, cracked, broken or disconnected surfaces or appurtenances thereto, and repair/replacement of missing, discolored, peeling or curling roof shingles.

(C) Maintenance shall also include removal of paper, debris and refuse from the Lot. During construction, dirt, construction debris and other construction-related refuse shall be cleaned from street, sidewalks, and storm drains and inlets as often as deemed necessary by the Association.

(D) If, in the opinion of the Association or the ACC, the Owner or occupant is failing in this duty and responsibility, then the Association may give the Owner or occupant, or both, notice of such fact, and the Owner or occupant must, within ten (10) days of such
notice, undertake the care and maintenance required to restore the Lot, Improvements, or both, to a safe, clean, and attractive condition. If the Owner or occupant fails to fulfill this duty and responsibility after such notice, then the Association shall have the right and power, but not the obligation, to perform such care and maintenance, and the Owner or Occupant (or both of them) shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. If neither Owner nor Occupant reimburses the Association within thirty (30) days after receipt of a statement from the Association for the cost of such maintenance, the amount of such maintenance cost shall constitute a lien on the Lot on which the work was performed and shall be enforceable as any other assessment lien in the manner provided for in the Declaration.

5. Section 4.19, Article IV, is hereby deleted and replaced with the following language:

"4.19 Unsightly Articles, Vehicles. No article deemed to be unsightly by the ACC shall be permitted to remain on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing:

(A) Trailers, graders, trucks (other than pick-ups), tractors, inoperable vehicles, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck (other than minor emergency repairs), except in garages or other structures.

(B) No motor vehicle without a current inspection sticker and license, and no motor vehicle with a designation of over \( \frac{3}{4} \) ton shall be kept or stored within the Property, without the prior written approval of the ACC.

(C) All vehicles to be kept on a Lot by the Owner or occupant shall, after sunset, be housed inside the enclosed garage, unless a vehicle has an approved variance sticker. If more vehicles are kept on the Lot than garage space was designed to accommodate, the Owner may apply
to the ACC for a variance. If approved, a variance sticker will be issued in accordance with ACC procedures and such vehicle may be parked in the driveway. No vehicles of any kind, whether owned or operated by an Owner or occupant shall, in lieu of being parked inside the enclosed garage or in the driveway as provided above, be parked at any time on any roadway within the Property.

(D) Garage doors will be kept completely closed at all times except when a vehicle enters or exits, a person is present in the garage, a person is engaged in yard work, or there is any other activity in progress outside the Residence which is facilitated by an open garage door.

(E) Use of parking space in a garage for work area/storage (including boxes, toys, exercise equipment, furniture, work bench) to the exclusion of one or more vehicles is strictly prohibited.

(F) No commercial vehicles bearing commercial insignia or names shall be parked on any Lot at any time except within enclosed structures, unless such vehicles are temporarily parked for the purpose of serving a Lot.

(G) No lumber, grass, plant waste, shrub or tree clippings, metal, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

(H) No liquid propane, gas, or oil or other exterior tanks shall be kept on the Property without the prior written approval of the ACC.

6. Section 4.20, Article IV, is hereby deleted and replaced with the following language:

"4.20 Mobile Homes, Travel Trailers, Recreational Vehicles and Boats. No mobile homes shall be parked or placed on any portion of the Property at any time. No travel trailers, campers, recreational vehicles, or boats shall be parked on any Lot or on any street within the Property."
at any time except during the period of time such trailer, camper, vehicle or boat is being loaded, unloaded or cleaned; provided, however, such trailers, campers, vehicles or boats may be stored inside an enclosed garage on a Lot. Storage of these items in a garage, however, shall not constitute sufficient cause for a variance to park a vehicle in the driveway pursuant to Section 4.19(c).

7 The following section is hereby added to Article IV as Section 4.23

"4.23 Right to Lease. Every Owner shall have the right to lease his Residence. Every such lease shall be in writing and must provide that the tenant shall be bound by and subject to all of an Owner's obligations under this Declaration, the Bylaws, and River Place Residential Rules, and failure to do so by the tenant shall be a default thereunder. The Owner making such lease shall not be relieved thereby from any of said obligations. A copy of such lease, as and when executed shall be furnished to the Board together with the name, address and telephone number of a person located in the Austin metropolitan area (whether Owner or a representative) who has the authority to respond on behalf of Owner."

8 The last sentence of Section 5.07, Article V is hereby deleted.

9 Section 5.08, Article V, is hereby deleted and replaced with the following language:

"5.08 Swimming Pools. Moveable above ground swimming pools are strictly prohibited within the Property. All pools must be permanently installed in ground. For purposes of this Section 5.08, in ground shall mean that the top edge of the swimming pool does not extend farther than thirty-six inches (36) above the highest point of natural ground elevation in the location that the swimming pool will be installed. No more than thirty-six (36) inches of swimming pool wall may be exposed. The exposed surface of all swimming pool walls must be covered with 100% masonry. All swimming pools must be contained within fenced enclosures and all swimming pool equipment shall be appropriately screened from public view. No swimming pools, spas or hot tubs shall be constructed or installed in or on any portion of the Property without written approval of the ACC."
10. The word “proxy” is hereby added to the second sentence of Section 6.03(A), Article VI, between the words “by” and “may”

11. Section 2 of the Supplemental Declaration To The Restated Declaration of Covenants, Conditions and Restrictions For River Place Residential Areas [Section 13] is hereby deleted and replaced with the following language:

“2. Fences. All fences located in the Section 13 Additional Property shall be constructed of wrought iron or other material approved in writing and in advance of construction by the Architectural Control Committee. With the exception of Lot 1, Block A, Section 13, fencing shall not be allowed to extend beyond the front of any principal residential structure located upon a lot. The location, materials, plans and specifications of any fence to be located upon the Additional Property shall be approved in writing by the Architectural Control Committee.”

Executed to be effective as of the 12 day of November, 1999

DECLARANT:

FIRST RIVER PLACE RESERVE, LTD.
a Texas limited partnership

By: Texas Highland, Inc.
a Texas Corporation,
General Partner

By: John W Gravenor
Printed Name: John W Gravenor
Title: Authorized Agent

ASSOCIATION:

RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

By: Printed Name: Phillip Viccunelli
Title: President

By: Printed Name: Justin Noel
Title: Secretary
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1st day of September, 1999, by John W. Gravenor, Authorized Agent of Texas Highland, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

[Notary Public's Seal and Signature]

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1st day of September, 1999, by Phillip Viccinelli, President of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Notary Public's Seal and Signature]

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1st day of September, 1999, by Justin Noel, Secretary of River Place Residential Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Notary Public's Seal and Signature]
ASSIGNMENT OF DECLARANT'S RIGHTS AND AMENDMENT
TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVER PLACE

THIS Assignment of Declarant's Rights and Amendment to Master Declaration of Covenants, Conditions and Restrictions (the "Assignment") is made by FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership ("Assignor") and TEXAS HIGHLANDS, L.P., a Texas limited partnership ("Assignee"), and is as follows:

RECITALS

A. First River Place Reserve, Ltd. is the Declarant under that certain Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Areas, dated July 15, 1991, recorded in Volume 11479, Page 386, in the Real Property Records of Travis County, Texas, as amended ("Restated Declaration"). The Restated Declaration is a restatement of certain prior restrictions, including, without limitation, that one certain Declaration of Covenants, Conditions and Restrictions for River Place Residential Areas, dated on an unknown date in 1984, recorded in Volume 8791, Page 769, in the Real Property Records of Travis County, Texas (the "Prior Declaration"). The Restated Declaration and Prior Declaration are collectively referred to as the "Deed Restrictions".

C. Assignor desires to transfer and assign certain designated rights, title, and interest as Declarant under the Declaration to Assignee pursuant to the terms and provisions of this Assignment.

NOW, THEREFORE; for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer and Assignment of Declarant's Rights. Assignor does hereby grant, sell, set over, transfer and assign to Assignee, its successors and assigns, all of Assignor's right, title, interest, powers, privileges, benefits and obligations as Declarant under the Declaration. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits and obligations as the Declarant under the Declaration.

2. Amendment to Declaration. Assignor, as Declarant, does hereby modify and amend the Declaration to substitute in its place, Assignee, as the "Declarant" for all intents and purposes. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits and obligations as the Declarant under the Declaration.

3. Survival of Provisions. This Assignment shall bind and enure to the benefit of the parties hereto and their respective successors and assigns.

4. Captions. The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

Executed to be effective this 26th day of September, 2002.

ASSIGNOR:

FRP-Declarant Rights Assignment TxHi./092502

Page 100