

DECLARATION OF CONDOMINIUM REGIME OF STILLHOUSE CANYON CONDOMINIUMS

1985 APR 15 11 13 AM '85

WHEREAS, STILLHOUSE, LTD., a Texas limited partnership (referred to as "Declarant") is the owner of all of the real property, including the land, all improvements and structures on the property, and all easements, rights and appurtenances belonging to Lot 1, Stillhouse, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 84, Pages 165D-166A, Plat Records of Travis County, Texas (referred to as the "Property"), more particularly described in Exhibit A attached to this Declaration and incorporated by reference the same as if fully copied and set forth at length, including the following easements:

Easement estates created by that certain Easement between Stillhouse, Ltd. and Clifton Lind, Trustee, dated April 15, 1985, recorded in Volume 9128, Page 843, Real Property Records of Travis County, Texas and Emergency Vehicle Access Easement between Larry Peel and Clifton Lind, Trustee, dated April 15, 1985, recorded in Volume 9128, Page 859, Real Property Records of Travis County, Texas, as corrected by instrument recorded in Volume 10121, Page 768, Real Property Records of Travis County, Texas.

WHEREAS, Declarant submits the Property to a condominium regime established by the Texas Condominium Act, Texas Property Code Sections 81.001 et seq.

WHEREAS, it is the intention and desire of Declarant to establish by this Declaration a plan of ownership for the condominium project (referred to as "Project"), the plan to consist of individual ownership of Apartments and other areas as more particularly described in Exhibits A, B and C, attached to this Declaration and incorporated by reference the same as if fully copied and set forth at length, and coownership of the remaining property (referred to as the "Common Elements"), more particularly described in Exhibit D, attached to this Declaration and incorporated by reference the same as if fully copied and set forth at length.

NOW, THEREFORE, Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Apartments, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1

DEFINITIONS

1.01 Apartment or Unit are used interchangeably herein and mean an enclosed space consisting of one or more rooms occupying all or part of a floor in a building in the Project, as such space may be further described and delineated on Exhibits A, B and C attached.

1.02 Board means the Board of Directors of the Council.

1.03 Bylaws means the Bylaws and amendments that may be adopted by the Council.

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1.04 Condominium means the separate ownership of single units or apartments in a multiple-unit structure or structures with common elements.

1.05 Common Elements means all elements of the Project that are subject to undivided ownership by the Owners, that is, the entire Project except the separately owned Apartments.

1.06 Council means the Council of Owners, an association organized pursuant to this Declaration.

1.07 Declarant means Stillhouse, Ltd., a Texas limited partnership, its successors and assigns.

1.08 Declaration means this Declaration document, the Exhibits hereto and all that it contains.

1.09 General Common Elements means all the Common Elements except the Limited Common Elements.

1.10 Governing Instruments means the Declaration for the Project and the Bylaws, if any, of the Council.

1.11 Limited Common Elements means the Common Elements reserved for the use of certain Apartments to the exclusion of the other Apartments, as described on Exhibit D attached.

1.12 Manager means the Person, if any, appointed by the Board to manage the Project.

1.13 Member means every person or entity entitled to membership in the Council as provided in this Declaration.

1.14 Owner(s) means any person, firm, corporation, partnership, association, trust, or other legal entity or any combination of persons or entities that own an Apartment or Apartments within the Project.

1.15 Person means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.16 Project means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights and appurtenances belonging to the Property that are to be owned and operated as a Condominium.

1.17 Property means the Property as defined in the first paragraph of this Declaration.

1.18 Rules means and refer to the Rules and Regulations for the Project which may be adopted by the Council pursuant to Paragraph 3.05(b) of this Declaration.

ARTICLE 2

THE PROPERTY

2.01 Property Subject to Declaration. All of the Property shall be subject to this Declaration.

2.02 Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Apartment. Any Apartment may be jointly or commonly owned by more than one Person. The boundaries of the Apartment shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. An Owner shall not be deemed to own the utilities running through the owner's Apartment that are utilized for or serve more than one Apartment, except as a tenant in common with the other Owners. An Owner shall

be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the owner's Apartment.

2.03 Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements in the percentage expressed in Exhibit B. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit B, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Apartment to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Apartment even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

2.04 Limited Common Elements. The Common Elements designated as Limited Common Elements in Exhibit D are reserved for the exclusive use of the Owners of the Apartments to which they are appurtenant.

2.05 Partition of Common Elements. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.06 Nonexclusive Easements. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Apartment and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Council to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

2.07 Other Easements. The Council may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the owner's deed to the Apartment, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owners's Apartment.

2.08 Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Apartments shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of the Owner.

ARTICLE 3

COUNSEL OF OWNERS

3.01 Council. The Council is hereby organized to operate under the name "Stillhouse Council of Owners," and is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Council's Bylaws, if any.

3.02 Membership. Membership in the Council is automatically granted to the Owner or Owners of each Apartment in the Project. On the transfer of title to any Apartment, the membership of the transferor automatically ceases and each new Owner becomes a Member.

3.03 Voting Rights. Voting shall be on a percentage basis. The Owner of each Apartment is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Apartment bears to the entire Project as assigned in Exhibit E. If an Apartment has more than one Owner, the aggregate vote of the Owners of the Apartment may not exceed the percentage of the total vote assigned to the Apartment.

3.04 Membership Meetings. Meetings of the Members shall be called, held and conducted in accordance with the requirements and procedures as may be set forth in the Bylaws.

3.05. General Powers and Authority. The Council shall have all of the powers which it would have if it was a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Council may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Council shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against the Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt and amend the Bylaws, if any, and reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Council property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Council Rules either in its own name, on its own behalf, or on behalf of any consenting Owner.

(d) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(e) The right, through its agents or employees, to enter any Apartment when necessary in connection with any maintenance, landscaping, or construction for which the Council is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Council at its own expense.

3.06 Duties of the Council. In addition to the duties delegated to the Council or its agents and employees elsewhere in these Governing Instruments, the Council shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Apartments.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Apartments and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board and the Owners and/or the Council of Owners against any liability to the public or to the Owners, their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respect his, her, or their action against another named insured.

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Members.

(d) Maintenance of the books and records, such books and records to be kept in accordance the generally accepted accounting procedures and business practices.

(e) Arrangements for an annual independent audit of all books and records of the Council.

3.07 Board of Directors. The affairs of the Council shall be managed and its duties and obligations performed by an elected Board of Directors. The Board of Directors shall be comprised of three individuals to be elected by a majority of the percentage interests of the Owners. Each of the Directors shall serve for a three year period and may serve for any additional terms provided, however, no Director may serve for any two consecutive terms. Additional provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors may be set forth in the Bylaws, if any, of the Council.

3.08 Powers and Duties of the Board of Directors. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of this Declaration, the Bylaws, if any, and any Rules of the Council.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Council.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Council.

(e) Delegation of its powers to such committees, officers, or employees of the Council as are expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Council as prescribed in the Governing Instruments.

(g) Formulation of rules of operation of the Common Elements and facilities owned or controlled by the Council.

(h) Initiation and execution of disciplinary proceedings against Members for violations of provisions for the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing the entry of any Apartment as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

ARTICLE 4

ASSESSMENTS

4.01 Covenant to Pay. The Declarant covenants and agrees for each Apartment owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Apartment is deemed to covenant and agree, to pay to the Council the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Council. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Apartment.

4.02 Regular Assessments. Regular assessments shall be made in accordance with the following. Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's funds. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Apartments owned by the Owner assessed to the total number of Apartments in the Project subject to assessments. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

4.03 Special Assessments. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

4.04 Limitations on Assessments. The Board may not, without the approval of a majority of the voting power of the Council, impose a regular annual assessment per Apartment that is more than twenty percent greater than the regular annual assessment for the preceding year, nor levy special assessments that in the aggregate exceed ten percent of the budgeted gross expenses of the Council for that year. These limitations shall not apply to a special

assessment levied against an Owner to reimburse the Council for funds expended in order to bring the Owner into compliance with the provisions of the Council's Governing Instruments.

4.05 Commencement of Assessments. Regular assessments shall commence on the date of closing of the first sale of an Apartment in the Project.

4.06 Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation for the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.07 Payment of Assessments on Conveyance of Apartment. On the sale or conveyance of an Apartment, all unpaid assessments against an Owner for the Owner's share in the expenses to which Paragraphs 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Apartment.

(b) Amounts due under the mortgage instruments duly recorded.

4.08 Lien and Foreclosure for Delinquent Assessments. The Council shall have a lien on each Apartment for any delinquent assessments attributable to that Apartment. The Council is authorized to enforce the lien through nonjudicial foreclosure pursuant to Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

ARTICLE 5

RESTRICTIONS AND COVENANTS

5.01 General Restrictions on Use. The right of an Owner and the Owner's guests to occupy or use the Owner's Apartment, or to use the Common Elements or any of the facilities on the Common Elements, is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Apartment or permit the Apartment or any part of it to be occupied or used for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Apartment provided that it is not for transient or hotel purposes, is for a period of at least sixty (60) days, and is subject to the Council's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Apartment or in the Common Elements that will increase the rate of the insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Apartment or in the Common Elements that will result in the cancellation of insurance on any Apartment or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Apartment, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Apartment or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Apartment or in the Common Elements, except that dogs, cats, or other household pets may be kept in Apartments, subject to the Rules and Regulations adopted by the Board.

(f) No noxious or offensive activity shall be carried on in any Apartment or in the Common Elements, nor shall anything be done in any Apartment or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules for the use of the Common Elements, adopted by the Board and furnished in writing to the Owners. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board.

5.02 Maintenance. Except for those portions that the Council is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Apartment, keeping it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Apartment.

5.03 Damage Liability. Each Owner shall be liable to the Council for all damage to the Common Elements or other Council property that is sustained by reason of the negligence or willful misconduct of that Owner, the Owner's family, guests, or tenants.

5.04 Exemption. Declarant shall be exempt from the restrictions of Paragraph 5.01 of this Declaration to the extent necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to maintaining Apartments as model homes, placing advertising signs on Project property, and generally making use of the project lots and Common Elements as is necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

6.01 (a) Application of Insurance Proceeds. If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if it comprises the whole or more than two thirds (2/3) of the buildings on the Project as determined by the Council. In such case and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit B of this Declaration.

6.02 Insufficient Insurance Proceeds. When the insurance proceeds are insufficient to cover the cost of reconstruction and reconstruction is required by Paragraph 6.01 of this Declaration, the costs in excess of the insurance proceeds shall be paid by all of the Owners directly affected by the damage, in proportion to the

percentages or fractions assigned to their respective Apartments. If any one or more of those composing the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of all the Owners benefitted by the reconstruction, on proper resolution setting forth the circumstances of the case and the cost of the work. The provisions of this Paragraph 6.02 may be changed by unanimous resolution of the parties concerning adopted subsequent to the date on which a fire or other disaster occurs.

6.03 Obtaining Bids for Reconstruction. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided in this Paragraph 6.03. At such meeting, the Owners may, by sixty-six and two-thirds (66 2/3) percent vote, elect to reject all of the bids or by fifty-one (51) percent vote, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Apartments in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Council's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to:

(i) Exercise the power of sale, foreclose, or take title to an Apartment pursuant to the remedies provided in the deed of trust.

(ii) Accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) Interfere with a subsequent sale or lease of an Apartment so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Council of any default in the performance by the grantor of any obligation under the Council's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to an Apartment pursuant to the remedies provided in the deed of trust will not be liable for such Apartment's unpaid assessments that accrue prior to the acquisition of title to the Apartment by the beneficiary.

(d) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Council shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Project.

(ii) Change the pro rata interest or obligations of any individual Apartment for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Apartment in the Common Elements and in the improvements in the Common Elements.

(iii) Partition or subdivide any apartment.

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Apartment and/or Common Elements of the Project, use hazard insurance proceeds for losses to any Project property (whether to Apartments or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Apartments and not to the Project as a whole.

(f) No provision of the Governing Instruments gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Apartment pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Apartments and/or the Common Elements or portions of the Common Elements.

(g) Council assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

8.01 (a) Amendment. This Declaration may be amended only at a meeting of the Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the percentage interests in the Project as set forth on Exhibit B attached.

(b) An amendment of the Declaration may not alter or destroy an Apartment or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing, signed and acknowledged by two Members of the Council. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

8.02 Termination. This Declaration may be terminated only at a meeting of the Owners at which the amendment is approved by (i) the holders of at least sixty-seven (67) percent of the percentage interests in the Project as set forth on Exhibit B attached and (ii) any beneficiary under any deed of trust covering the Property.

8.03 Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.04 Severability. The provisions of this Declarations shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.05 Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to its shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.06 Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.07 limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Apartment with respect to obligations arising from and after the date of such divestment.

8.08 Fair Housing. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Apartment to any person on the basis of race, color, sex, religion, ancestry, or national origin.

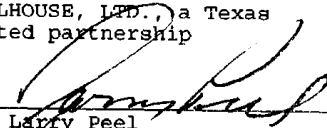
8.09 (a) Notices. Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address set forth in Paragraph 8.08(b) of this Declaration, or three (3) days after deposit in any United States post office box, postage prepaid, addressed as set forth in Paragraph 8.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the council or if there is none, at the address of the Project. Notice to the Council shall be addressed to the address designated by the Council by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to Stillhouse, Ltd., 1006 Mopac Circle, Suite 201, Austin, Texas 78746.

8.10 Number, Gender, and Headings. As used in this Declaration, the singular shall include the plural, and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

Executed this instrument this 13th day of January, 1992.

STILLHOUSE, LTD., a Texas
limited partnership

By: 
Larry Peel
Managing General Partner

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

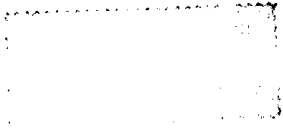
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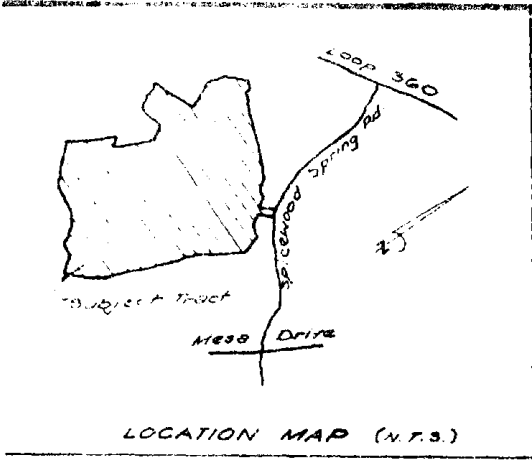
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of January, 1992, by LARRY PEEL, Managing General Partner of Stillhouse, Ltd., a Texas limited partnership.

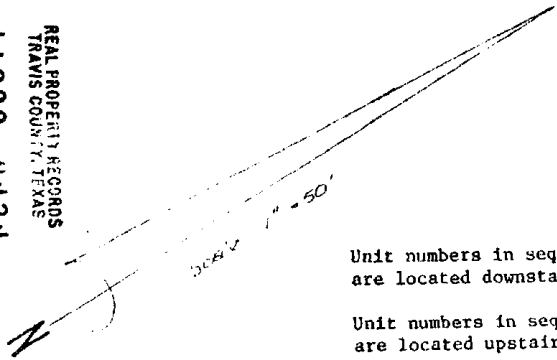


Jana Lutton
Notary Public in and for the
State of Texas

REMARKS:
CONNIE CABLEY
JUNKY'S & GUNNERST
600 CONGRESS #2200
AUSTIN, TX 78701



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 11600 0424



Unit numbers in sequences of 100 are located downstairs

Unit numbers in sequences of 200 are located upstairs

Legend

- iron pipe found
- ⊙ iron rod found
- conc monument set
- ▽ 60d nail
- Public Utility Easement
- ⊠ Electric Box On Conc. Pad
- ⊠ Telephone Box
- ⊠ Electric manhole
- ⊠ Lamp post
- ⊠ 6'x6' Conc. pad for Pumping
- Direction of Flow
- ⊙ Tree
- ⊠ Air Condition
- ⊠ Rock & Conc Wall
- ⊠ rock & conc sidewalk
- ⊙ Fire Hydrant
- ⊠ Telephone Junction Box

Curve Data

- ①
- I: 06°08'40"
 - R: 939.15'
 - T: 50.41'
 - A: 100.72'
 - C: 100.67'

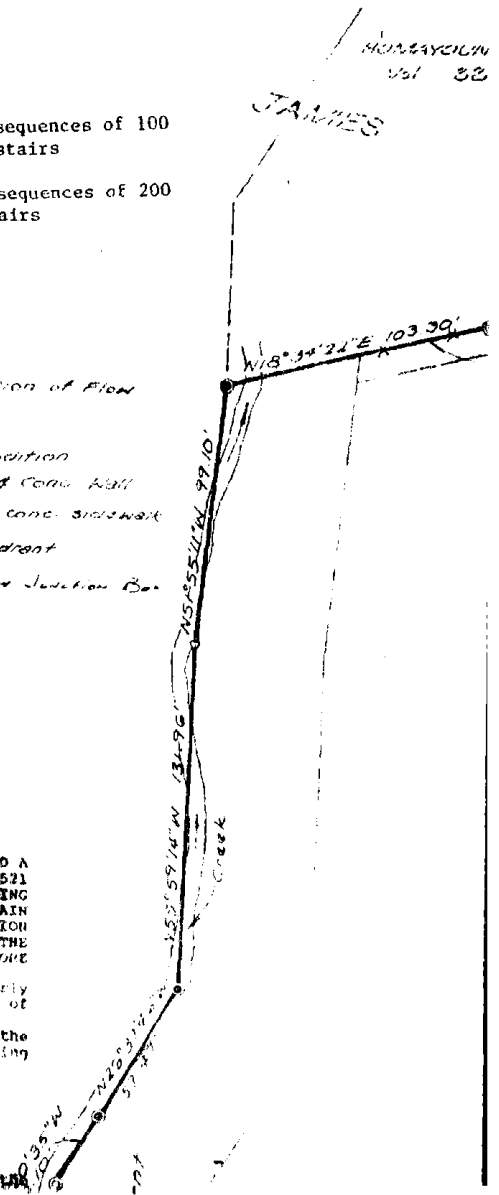
METES AND BOUNDS DESCRIPTION OF 20.456 ACRES OF LAND OUT OF THE JAMES MITCHELL SURVEY #17, ABSTRACT NO. 521,

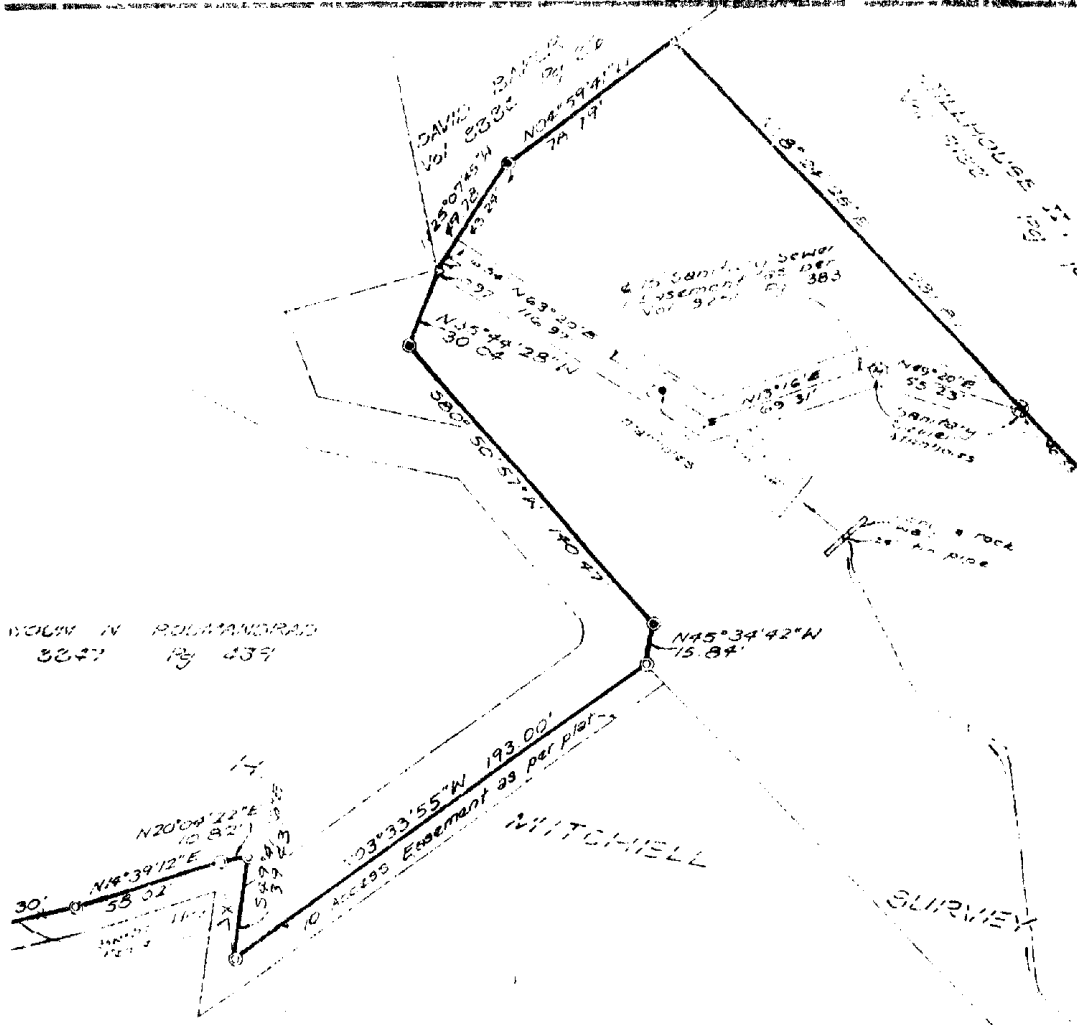
BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JAMES MITCHELL SURVEY #17, ABSTRACT NO. 521 SITUATED IN TRAVIS COUNTY, TEXAS SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN TRACT OF LAND KNOWN AS LOT 1 OF STILLHOUSE, A SUBDIVISION OF RECORD IN DEED BOOK 84 PAGES 165-D - 166-A OF THE TRAVIS COUNTY CLERK'S RECORDS, SAID TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found at the most easterly corner of said subdivision for the most easterly corner of the herein described tract;

THENCE with southeast line of said subdivision for the southeast line of the herein described tract the following sever (7) courses and distances as enumerated below:

- 1) S36°49'13"W 33.48 feet to an iron stake found,
- 2) S23°07'31"W 184.27 feet to a 60d nail found,
- 3) S24°24'43"W 212.95 feet to an iron stake found,
- 4) S27°14'14"W 15.99 feet to an iron stake found,
- 5) S29°58'23"W 299.13 feet to an iron stake found,
- 6) S27°51'10"W 33.03 feet to an iron stake found,
- 7) S41°44'50"W 161.48 feet to an iron pipe found at the



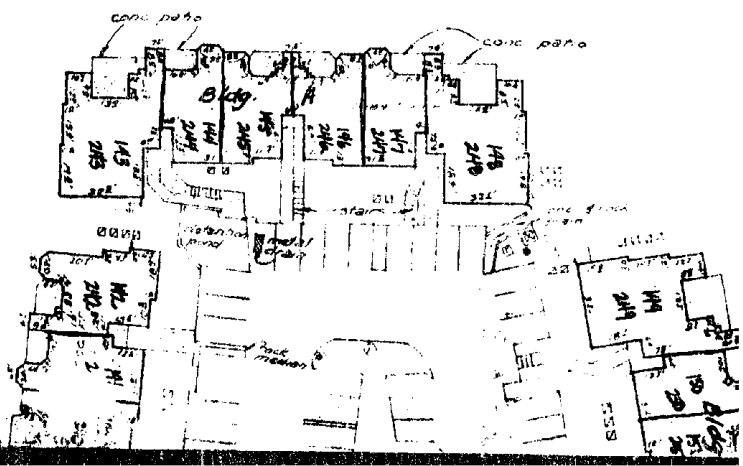


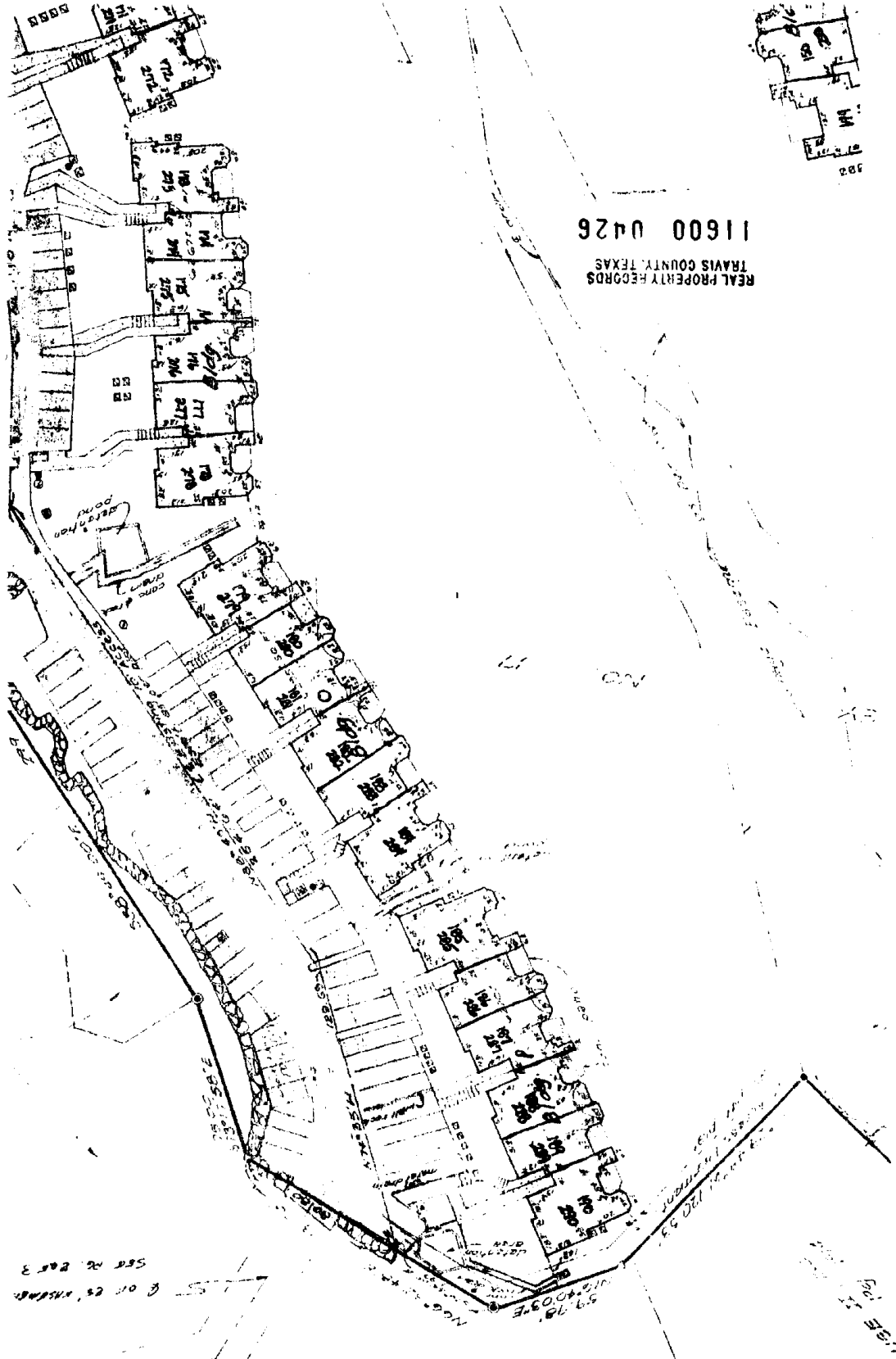
WOUND IN ROLLANDRAD
3227 13 339

Lot 1
20.406 Acres

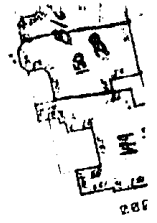
STILLHOUSE
Plot 13A 84 199.1616A

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11600 0425





11600 0426
 REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS



ASSOCIATED
 84, PA
 TEXAS.
 6' 01" 25' 11" 11" 3"
 SEE PG. 84 & 3

SEE PG. 84 & 3

**ASBUILT SURVEY ON LOT 15
B4, PAGE 166A, CITY OF AUSTIN
TEXAS.**

15' ± OF 25' EASEMENT
SEE PL 2043

EASEMENT NOTE:

Easements as shown on Schedule
below:
Item:

- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
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phone service, Travis County, Texas Deed Record
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phone service, Travis County, Texas Deed Record
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- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
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- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427
- Easement for electric and tele-
phone service, Travis County, Texas Deed Record
11600 0427

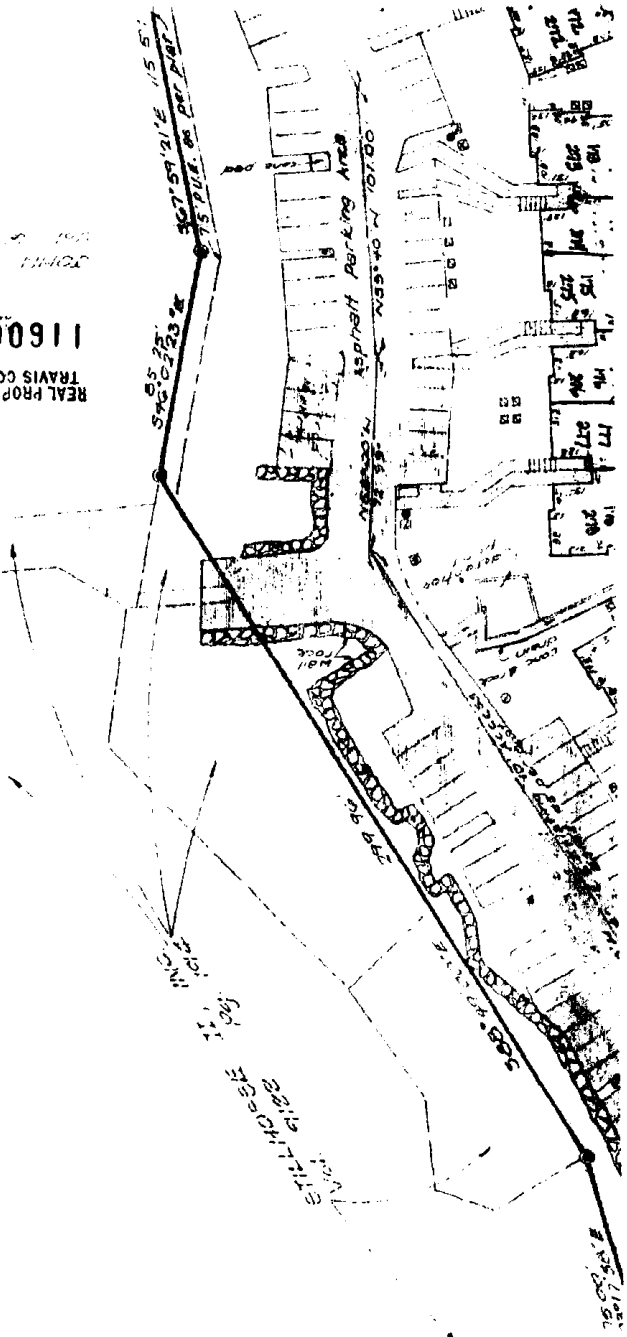
(SEE PL 2043)

SPICEWOOD
(R.O.W. Varies)

Approximate location
of easement
widths
see
11600 0427

REAL PROPERTY
TRAVIS COUNTY, TEXAS
11600 0427

JOHN MORRIS



SPICEWOOD

I, STILLHOUSE, PLAT BOOK
AUSTIN, TRAVIS COUNTY,

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS
11600 4428

Scholarship fund for the purpose of the insurance corporation, Government No. 97 of 2822, 91
Effect of the same to be as follows:

at 8 o'clock a.m., subject tract as listed

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

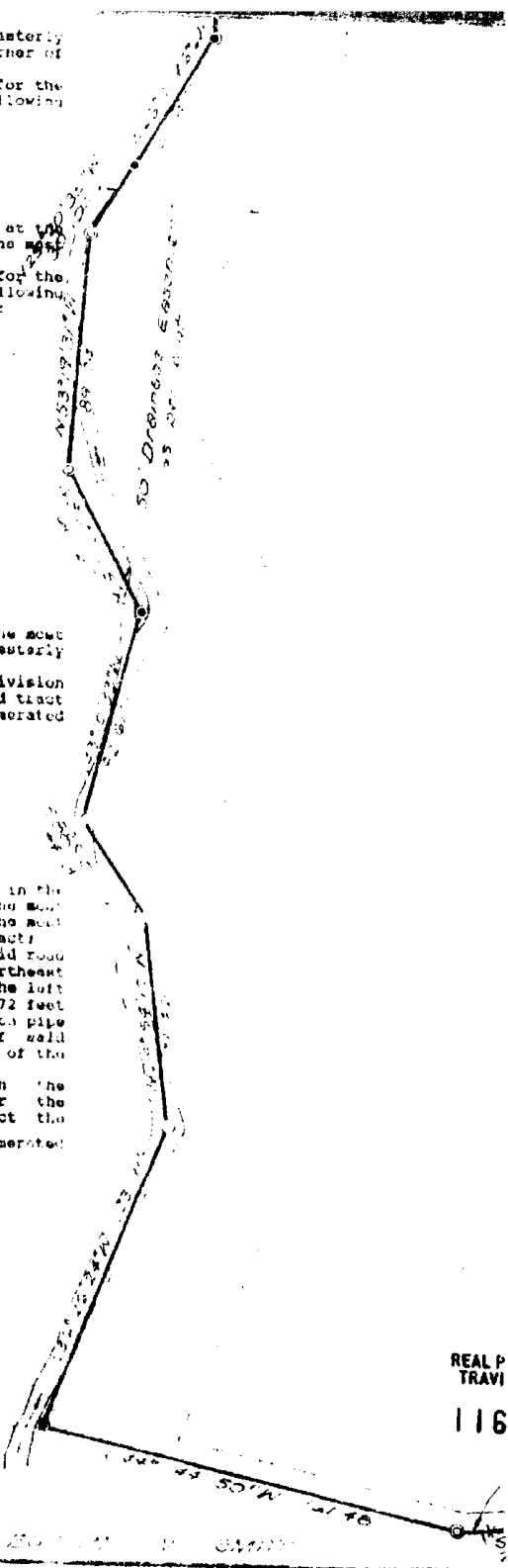
and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

and recorded in the City of Austin, recorded in volume 960, page 527,
and recorded in the County of Travis, recorded in volume 183, page 183, Travis

FULLY DESCRIBED BY HEISS AND BOUNDS AS FOLLOWS:
 BEGINNING at a concrete monument found at the most easterly corner of said subdivision for the most easterly corner of the herein described tract;
 THENCE with southwest line of said subdivision for the southeast line of the herein described tract the following courses and distances as enumerated below:
 1) S20°42'11"W 11.48 feet to an iron stake found,
 2) S25°12'51"W 183.27 feet to an iron stake found,
 3) S45°24'41"W 212.05 feet to an iron stake found,
 4) S27°34'14"W 19.97 feet to an iron stake found,
 5) S22°15'23"W 299.15 feet to an iron stake found,
 6) S27°11'00"W 23.77 feet to an iron stake found,
 7) S44°44'40"W 14.24 feet to an iron pipe found at the most easterly corner of said subdivision for the most easterly corner of the herein described tract;
 THENCE with the southwest line of said subdivision for the southwest line of the herein described tract the following twenty (20) courses and distances as enumerated below:
 1) N75°52'24"W 11.91 feet to an iron stake found,
 2) N67°44'26"W 7.41 feet to an 60d nail found,
 3) S88°10'11"W 14.71 feet to a 60d nail found,
 4) N41°12'11"W 82.41 feet to an iron pipe found,
 5) N67°22'55"W 90.65 feet to an iron stake found,
 6) N51°19'31"W 89.74 feet to an iron stake found,
 7) N25°20'35"W 30.10 feet to an iron pipe found,
 8) N76°37'46"W 57.47 feet to an iron pipe found,
 9) N55°59'14"W 101.96 feet to a 60d nail found,
 10) N41°55'11"W 49.10 feet to an iron pipe found,
 11) N19°34'22"E 100.30 feet to an iron stake found,
 12) N4°19'12"E 98.02 feet to an iron stake found,
 13) N20°54'22"W 101.87 feet to an iron stake found,
 14) S49°41'16"E 10.43 feet to an iron stake found,
 15) N03°33'55"W 191.00 feet to an iron stake found,
 16) N45°34'42"W 15.84 feet to an iron pipe found,
 17) S80°50'57"W 140.47 feet to an iron pipe found,
 18) N35°44'28"W 10.04 feet to a 60d nail found,
 19) N25°17'45"W 49.78 feet to an iron pipe found,
 20) N04°30'41"W 78.79 feet to a 60d nail found at the most westerly corner of said subdivision for the most westerly corner of the herein described tract;
 THENCE with the northwesterly line of the said subdivision for the northwesterly line of the herein described tract the following ten (10) courses and distances as enumerated below:
 1) N75°14'25"E 231.82 feet to an iron pipe found,
 2) N47°19'48"W 120.50 feet to a 60d nail found,
 3) N4°40'03"E 54.94 feet to an iron pipe found,
 4) N06°12'48"E 141.00 feet to a 60d nail found,
 5) S71°17'48"E 75.00 feet to an iron pipe found,
 6) S88°49'04"E 209.96 feet to an iron pipe found,
 7) S46°02'23"E 85.25 feet to an iron pipe found,
 8) S67°59'21"E 111.99 feet to an iron pipe found,
 9) S41°21'22"E 1.91 feet to an iron pipe found,
 10) S30°18'21"E 101.21 feet to an iron pipe found at the southerly R.O.W. line of SPRINGWOOD SPRINGS ROAD at the southerly northeast corner of said subdivision for the most northerly northeast corner of the herein described tract;
 THENCE with the curving southerly R.O.W. line of said road a northeast line of the said subdivision being a northeast line of the herein described tract a curve to the left having a radius of 939.15 feet and an arc of 100.72 feet whose chord bears S21°16'18"E 100.67 feet to an iron pipe found at the most easterly northeast corner of said subdivision for the most easterly northeast corner of the herein described tract;
 THENCE leaving said R.O.W. continuing with the northerly line of said subdivision for the northerly line of the herein described tract the following five (5) courses and distances as enumerated below:
 1) S27°59'11"W 117.85 feet to an iron pipe found,
 2) S48°11'50"E 14.60 feet to an iron pipe found,
 3) S51°05'02"E 82.04 feet to a 60d nail found,
 4) S74°12'52"E 74.16 feet to a 60d nail found,
 5) S56°25'11"E 192.71 feet to the PLACE OF BEGINNING.



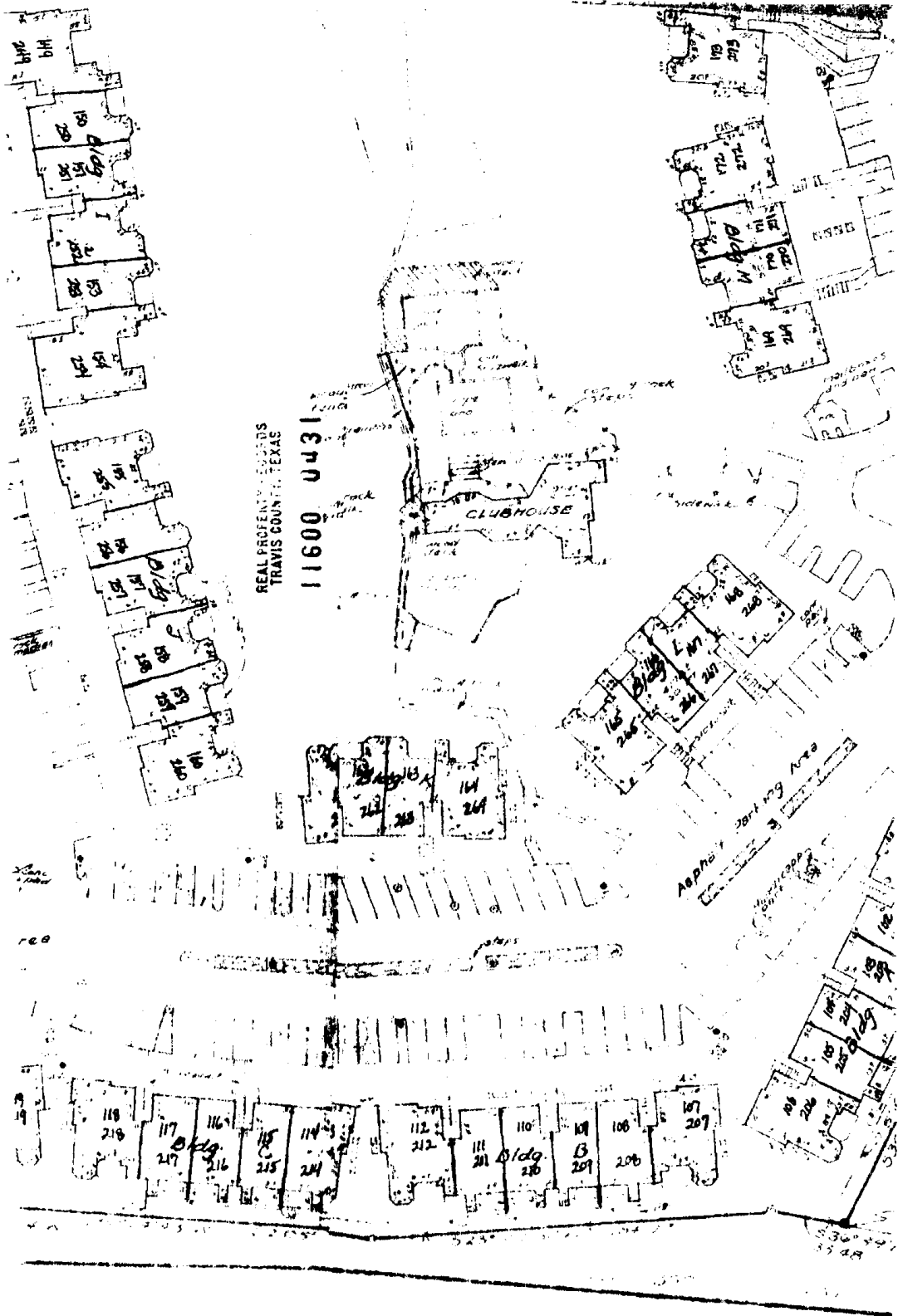
REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

11600 0429

REAL P
 TRAVI

116

Job no 71 041
 Job no 85 110
 Field Bl 86 Pgs 10-55, 59, 60
 Field Bl 87 Pgs 47-48
 Field Bl 88 Pgs 22, 27, 34, 37



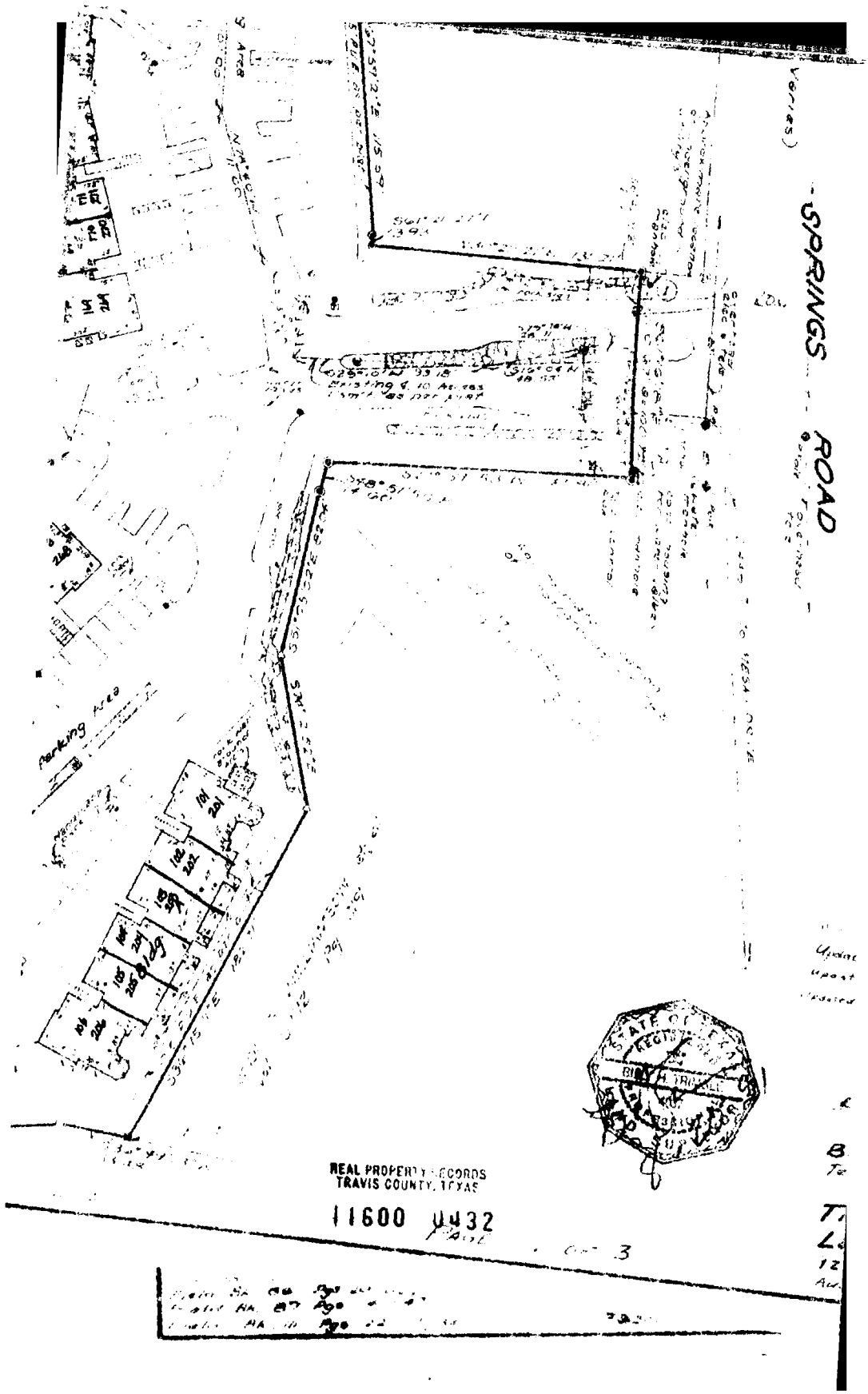
REAL PROPERTY RIGHTS
TRAVIS COUNTY, TEXAS

11600 UN31

CLUBHOUSE

Approx. Bowling Alley

- 118 218
- 117 217
- 116 216
- 115 215
- 114 214
- 113 213
- 112 212
- 111 211
- 110 210
- 109 209
- 108 208
- 107 207



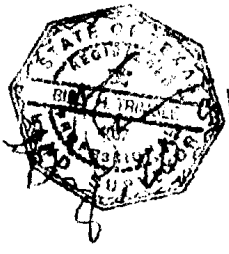
SPRINGS ROAD

Update
 Update
 Update

8
 To
 7
 4
 12
 Ave.

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

11600 0432



11600 0432
 11600 0432
 11600 0432

ADDRESS: 4711 Spicewood Springs Road
Austin, Texas 78759

SPRINGS

ROAD

I, Billy H. Trimble, a Registered Professional Land Surveyor and/or land surveyor do hereby certify to Nationwide Life Insurance Company, Lawless Title Insurance Co. and St. Paul Home C. Bldg. that this plat of survey represents a true and correct survey made by me on 11th of December, 1971, of the following described property: Lot 7, Still House, PLAT 6008
84.19 145-D of 166 A.

The undersigned further hereby certifies to Nationwide Life Insurance Company, Lawless Title Insurance Co. and St. Paul Home C. Bldg. as of the 11th day of December, 1971, that the foregoing survey correctly shows (i) the location of all buildings, structures and other improvements situated on the above premises, and that, except as shown, there are no visible or recorded easements or rights of way across said premises or any other easements or rights of way of which the undersigned has been advised, no party walls, no encroachments on adjoining premises, easements, atracts or alleys by any of said buildings, structures or other improvements, and no encroachments on said premises by buildings, structures or other improvements situated on adjoining premises; (ii) the courses and measured distances of the exterior property lines of the premises and any easements located on or affecting the said premises; (iii) the location and number of parking spaces and the total square foot area of the said premises and any easements located on or affecting the said premises; (iv) the dimensions of all improvements on the said premises at ground surface level and the distance therefrom to the nearest (a) exterior property lines of the said premises; and (v) the scale, the north direction, the beginning point, the distance to the nearest intersecting street and point of reference from which the premises are measured, the width of the street or streets on which the premises abut, the lot and block number shown on any filed map to which reference is made in the legal description of the premises together with the filing date of such map, and an accurate reference to the real estate records of Travis County, Texas, identifying all easements of record crossing or affecting the said premises. The undersigned further certifies that all streets abutting the said premises and all means of ingress and egress for the said premises have been completed, dedicated and accepted for public maintenance by the City/County of Austin, Texas. Except as shown, there are no building set-back lines.

This survey is made in accordance with the "Minimum Standard Requirements of Land Title Surveys" jointly established and adopted by American Land Title Association and American Society of Surveying and Mapping.

I hereby certify that the property described herein is not within a Special Flood Hazard Area, as identified by the Federal Insurance Administration, Department of Housing and Urban Development on Community Panel No. 480024 00000 dated Sept. 1982.

Witness my hand and Seal this 11th day of December, 1971.
Billed to the City of Austin, Texas
Registered in the State of Texas on December 11, 1971



Billy H. Trimble

Billy H. Trimble,
Texas Registered Public Surveyor No. 4037

TRIMBLE AND ASSOCIATES
Land Surveying,

1250 Capital of Texas Highway, Suite 329, Austin, Texas 78740

11-10-71
11600 0433
REAL PROFESSIONAL
TRAVIS COUNTY



ADDRESS - 4711 Sycamore Springs Road
Austin, Texas 78753

(105)

SPRINGS

ROAD

I, Billy H. Trimble, a Registered Public Surveyor and/or Land Surveyor, do hereby certify to Nationwide Life Insurance Company, Lawry's Life Insurance Co. and Still House Land... that this plat of survey represents a true and correct survey made by me on 16th of December, 1971, of the following described property: Lot 1, Still House PLAT Book 54, Pg. 148-D of 146-A.

The undersigned further hereby certifies to Nationwide Life Insurance Company, Lawry's Life Insurance Co. and Still House Land... as of the 16th day of December, 1971, that the foregoing survey correctly shows (i) the location of all buildings, structures and other improvements situated on the above premises, and that, except as shown, there are no visible or recorded easements or rights of way across said premises or any other easements or rights of way of which the undersigned has been advised, no party walls, no encroachments on adjoining premises, easements, streets or alleys by any of said buildings, structures or other improvements, and no encroachments on said premises by buildings, structures or other improvements situated on adjoining premises; (ii) the courses and measured distances of the exterior property lines of the premises and any easements located on or affecting the said premises; (iii) the location and number of parking spaces and the total square foot area of the said premises and any easements located on or affecting the said premises; (iv) the dimensions of all improvements on the said premises at ground surface level and the distance therefrom to the nearest facing exterior property lines of the said premises; and (v) the scale, the north direction, the beginning point, the distance to the nearest intersecting street and point of reference from which the premises are measured, the width of the street or streets on which the premises abut, the lot and block number shown on any filed map to which reference is made in the legal description of the premises together with the filing date of such map, and an accurate reference to the real estate records of Travis County, Texas, identifying all easements of record crossing or affecting the said premises. The undersigned further certifies that all streets abutting the said premises and all means of ingress and egress for the said premises have been captured, dedicated and accepted for public maintenance by the City/County of Travis. Except as shown, there are no building set-back lines.

This survey is made in accordance with the "Minimum Standard Detail Requirements of Land Title Surveys" jointly established and adopted by American Land Title Association and American Institute of Surveying and Mapping.

I hereby certify that the property described hereon is not within a Special Flood Hazard Area, as identified by the Federal Emergency Administration, Department of Housing and Urban Development on Community Panel No. 491624 0065B dated Sept. 1972.

Witness my hand and seal this 16th day of December, 1971.
Witness my hand and seal this 16th day of December, 1971.



Billy H. Trimble

Billy H. Trimble,
Texas Registered Public Surveyor No. 4037

TRIMBLE AND ASSOCIATES

Land Surveying,
1250 Capital of Texas Highway, Suite 327, Austin, Texas 78746

11600 0433
REAL PROR
TRAVIS COUNTY

Building No.	Unit No.	Unit Type	Square Footage	Percentage Interest
A	101	2B	1,147	0.60%
A	201	2B	1,147	0.60%
A	102	1A	831	0.43%
A	202	1A	831	0.43%
A	103	1A	831	0.43%
A	203	1A	831	0.43%
A	104	1A	831	0.43%
A	204	1A	831	0.43%
A	105	1A	831	0.43%
A	205	1A	831	0.43%
A	106	2B	1,147	0.60%
A	206	2B	1,147	0.60%
B	107	2B	1,147	0.60%
B	207	2B	1,147	0.60%
B	108	1A	831	0.43%
B	208	1A	831	0.43%
B	109	1A	831	0.43%
B	209	1A	831	0.43%
B	110	1A	831	0.43%
B	210	1A	831	0.43%
B	111	1A	831	0.43%
B	211	1A	831	0.43%
B	112	2B	1,147	0.60%
B	212	2B	1,147	0.60%
C	113	2B	1,147	0.60%
C	213	2B	1,147	0.60%
C	114	1A	831	0.43%
C	214	1A	831	0.43%
C	115	1A	831	0.43%
C	215	1A	831	0.43%
C	116	1A	831	0.43%
C	216	1A	831	0.43%
C	117	1A	831	0.43%
C	217	1A	831	0.43%
C	118	2B	1,147	0.60%
C	218	2B	1,147	0.60%
D	119	2B	1,147	0.60%
D	219	2B	1,147	0.60%
D	120	1A	831	0.43%
D	220	1A	831	0.43%
D	121	1A	831	0.43%
D	221	1A	831	0.43%
D	122	1A	831	0.43%
D	222	1A	831	0.43%
D	123	1A	831	0.43%
D	223	1A	831	0.43%
D	124	2B	1,147	0.60%
D	224	2B	1,147	0.60%
E	125	2B	1,147	0.60%
E	225	2B	1,147	0.60%
E	126	1B	875	0.45%
E	226	1BL	1,360	0.71%
E	127	2A	979	0.51%
E	227	2A	979	0.51%
E	128	2A	979	0.51%
E	228	2A	979	0.51%
E	129	1B	875	0.45%
E	229	1BS	1,403	0.73%
E	130	2B	1,147	0.60%
E	230	2B	1,147	0.60%

EXHIBIT B

APR005B1

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

11600 0434

Building No.	Unit No.	Unit Type	Square Footage	Percentage Interest
F	131	2B	1,147	0.60%
F	231	2B	1,147	0.60%
F	132	1B	875	0.45%
F	232	1BL	1,360	0.71%
F	133	2A	979	0.51%
F	233	2A	979	0.51%
F	134	2A	979	0.51%
F	234	2A	979	0.51%
F	135	1B	875	0.45%
F	235	1BL	1,360	0.71%
F	136	2B	1,147	0.60%
F	236	2B	1,147	0.60%
G	137	2B	1,147	0.60%
G	237	2B	1,147	0.60%
G	138	1B	875	0.45%
G	238	1BL	1,360	0.71%
G	139	2A	979	0.51%
G	239	2A	979	0.51%
G	140	2A	979	0.51%
G	240	2A	979	0.51%
G	141	1B	875	0.45%
G	241	1BS	1,403	0.73%
G	142	2B	1,147	0.60%
G	242	2B	1,147	0.60%
H	143	2C	1,564	0.775%
H	243	2C	1,564	0.775%
H	144	1B	875	0.45%
H	244	1BL	1,360	0.71%
H	145	2A	979	0.51%
H	245	2A	979	0.51%
H	146	2A	979	0.51%
H	246	2A	979	0.51%
H	147	1B	875	0.45%
H	247	1BL	1,360	0.71%
H	148	2C	1,564	0.775%
H	248	2C	1,564	0.775%
I	149	2C	1,564	0.775%
I	249	2C	1,564	0.775%
I	150	1B	875	0.45%
I	250	1BS	1,403	0.73%
I	151	2A	979	0.51%
I	251	2A	979	0.51%
I	152	2A	979	0.51%
I	252	2A	979	0.51%
I	153	1B	875	0.45%
I	253	1BS	1,403	0.73%
I	154	2C	1,564	0.775%
I	254	2C	1,564	0.775%
J	155	2B	1,147	0.60%
J	255	2B	1,147	0.60%
J	156	1B	875	0.45%
J	256	1BS	1,403	0.73%
J	157	2A	979	0.51%
J	257	2A	979	0.51%
J	158	2A	979	0.51%
J	258	2A	979	0.51%
J	159	1B	875	0.45%
J	259	1BL	1,360	0.71%
J	160	2B	1,147	0.60%
J	260	2B	1,147	0.60%

EXHIBIT B

REAL PROPERTY TAXES
TRAVIS COUNTY, TEXAS

11600 0435

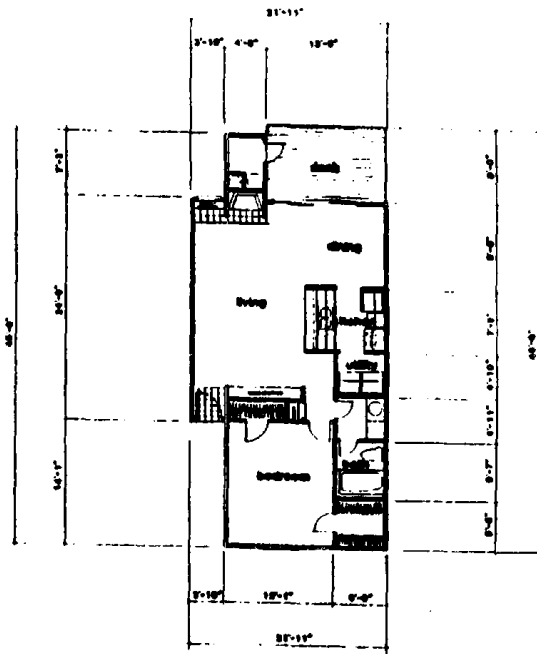
Building No.	Unit No.	Unit Type	Square Footage	Percentage Interest
K	161	2B	1,147	0.60%
K	261	2B	1,147	0.60%
K	162	1B	875	0.45%
K	262	1BS	1,403	0.73%
K	163	1B	875	0.45%
K	263	1BS	1,403	0.73%
K	164	2B	1,147	0.60%
K	264	2B	1,147	0.60%
L	165	2B	1,147	0.60%
L	265	2B	1,147	0.60%
L	166	1B	875	0.45%
L	266	1BS	1,403	0.73%
L	167	1B	875	0.45%
L	267	1BS	1,403	0.73%
L	168	2B	1,147	0.60%
L	268	2B	1,147	0.60%
M	169	2B	1,147	0.60%
M	269		1,147	0.60%
M	170	2B	875	0.45%
M	270	1B	1,403	0.73%
M	171	1BS	875	0.45%
M	271	1B	1,403	0.73%
M	172	1BS	1,147	0.60%
M	272	2B	1,147	0.60%
N	173	2B	1,147	0.60%
N	273	2B	1,147	0.60%
N	174	1B	875	0.45%
N	274	1BL	1,360	0.71%
N	175	2A	979	0.51%
N	275	2A	979	0.51%
N	176	2A	979	0.51%
N	276	2A	979	0.51%
N	177	1B	875	0.45%
N	277	1BL	1,360	0.71%
N	178	2B	1,147	0.60%
N	278	2B	1,147	0.60%
O	179	2B	1,147	0.60%
O	279	2B	1,147	0.60%
O	180	1B	875	0.45%
O	280	1BL	1,360	0.71%
O	181	2A	979	0.51%
O	281	2A	979	0.51%
O	182	2A	979	0.51%
O	282	2A	979	0.51%
O	183	1B	875	0.45%
O	283	1BS	1,403	0.73%
O	184	2B	1,147	0.60%
O	284	2B	1,147	0.60%
P	185	2B	1,147	0.60%
P	285	2B	1,147	0.60%
P	186	1B	875	0.45%
P	286	1BL	1,360	0.71%
P	187	2A	979	0.51%
P	287	2A	979	0.51%
P	188	2A	979	0.51%
P	288	2A	979	0.51%
P	189	1B	875	0.45%
P	289	1BL	1,360	0.71%
P	190	2B	1,147	0.60%
P	290	2B	1,147	0.60%
				100.00%

EXHIBIT B

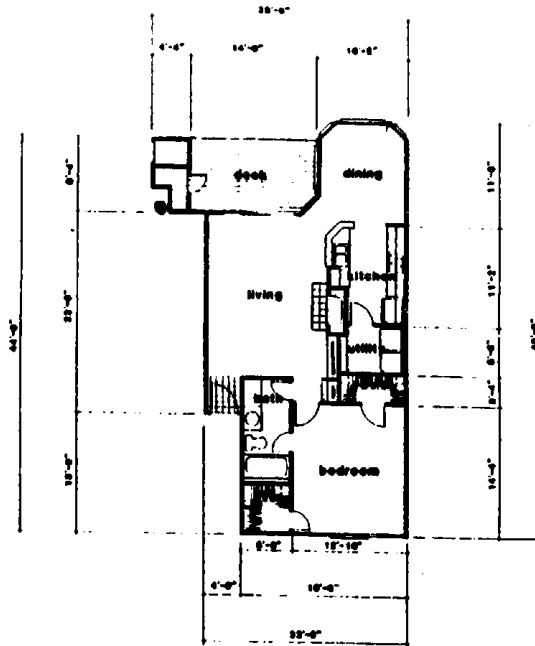
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

AFF005B1

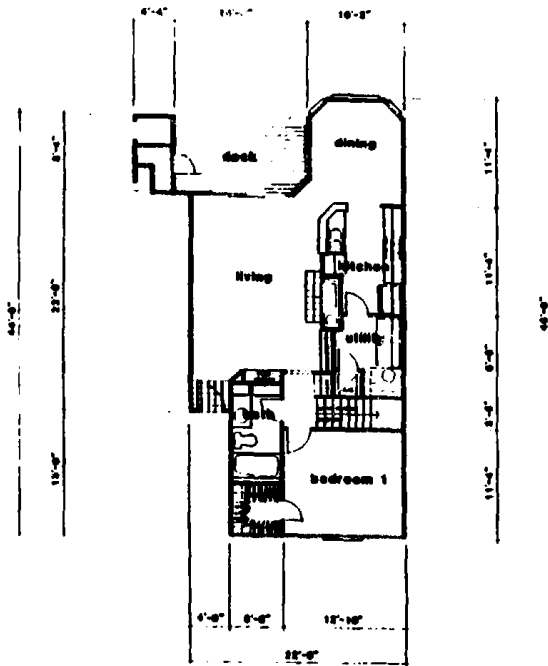
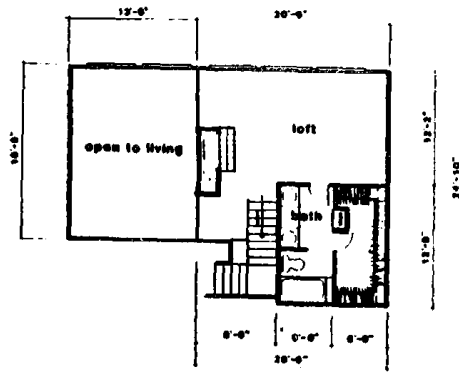
11600 0436



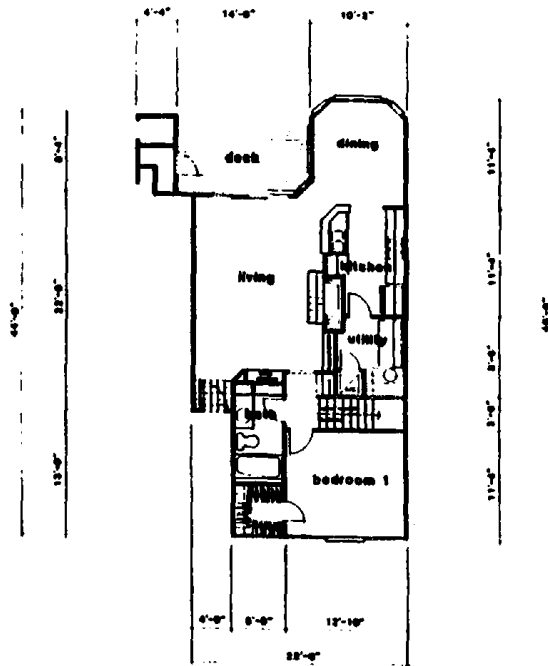
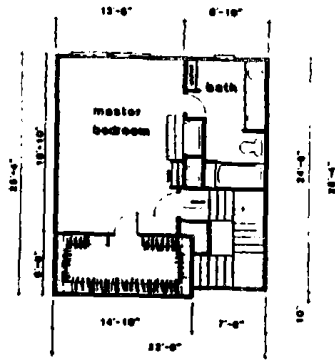
unit 1A • 1 bedroom • 1 bath • 631 sq. ft.



unit 1B • 1 bedroom • 1 bath • 875 sq. ft.



unit 1BL - 1 bedroom - loft/bedroom - 2 bath - 1360 sq. ft.

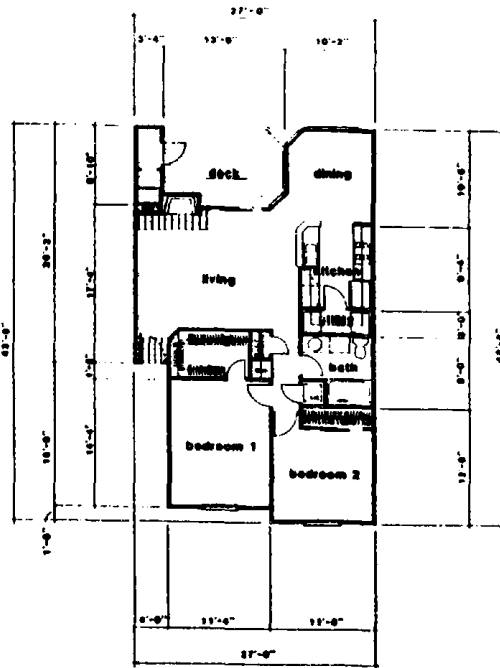


unit IBS - 2 bedroom - 2 bath - 1403sq.ft.

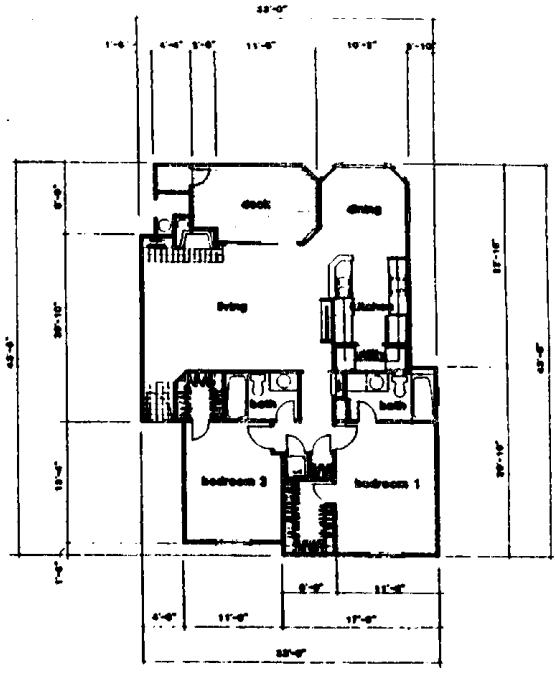
EXHIBIT C
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REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

11600 0440



unit 2A · 2 bedrooms · 1 bath · 979 sq. ft.

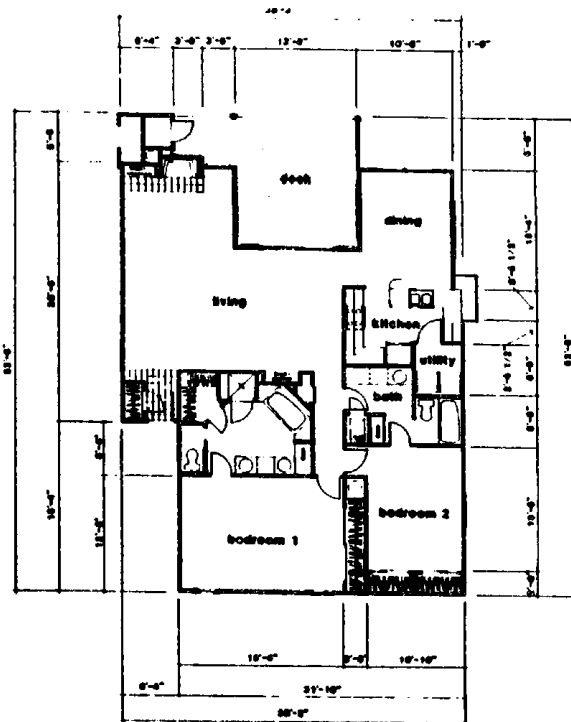


unit 2B - 2 bedroom - 2 bath - 1147 sq. ft.

EXHIBIT C
Page 6 of 7

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11600 0442



unit 2C · 2 bedrooms · 2 bath · 1564 sq. ft.

The General and Limited Common Elements of the Project are as follows:

A. The General Common Elements consists of:

(1) The land in the Project, as more particularly described in Exhibit A;

(2) The foundations, bearing walls and columns (including any windows, and doors, therein), roofs, attics, ceilings and floors, or communication ways and any other portions of the buildings located on the land described above not included within any Unit;

(3) The premises and facilities, if any, used for maintenance or repair of the Project;

(4) All other common facilities, including without limitation any office, clubhouse, pool and the grounds, driveways and walkways;

(5) Parking spaces not designated with a Unit number and unassigned parking spaces as described on Exhibit A;

(6) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements, being those Common Elements reserved for the use of specific Units to the exclusion of others, consist of:

(1) Compartments or installations of central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations corresponding to a Unit;

(2) Chimneys, fireplaces, landscaping, decks, hot tubs, atriums, and all other improvements constructed for the exclusive use of the Owner of the Unit adjacent thereto, or located in, on, or within a Unit;

(3) Storage rooms, patios, balconies, gardens, entry walls, entry ways, private driveways, private yards, and decks associated with a specific unit as described on Exhibit A;

(4) Mail boxes not located at individual Units which are designated with a number corresponding to a Unit number.

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
proper RECORDS of Travis County, Texas, on

JAN 13 1992



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Jan 13 3 25 PM '92
DANA G. BOYD
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

APP00583

EXHIBIT D

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11600 0444