

1.03. Association. "Association" shall and refer to Mesa Point Homeowners Association, a Texas non-profit corporation, which Declarant shall cause to be incorporated and established.

1.04. Board. "Board" shall mean the Board of Directors of the Association.

1.05. Common Area. "Common Area" shall mean and refer to all real property, together with any Improvements located thereon, within the Property owned by the Association on one or more Lots, or on acreage which is not a part of a Lot but is within the boundaries of the Property. Common Area may be, and is herein, restricted for the use and benefit of less than all of the Lots, including only one or none of the Lots.

1.06. Declarant. "Declarant" shall mean O'Mesa Point Limited, its duly authorized representatives or their respective successors or assigns; provided, however, that any assignment of the rights of O'Mesa Point Limited, 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.

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

1.08. Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, 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.

1.09. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.

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

1.11. Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.12. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

1.13. Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

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

1.15. 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 location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services and all other documentation or information relevant to such Improvement.

1.16. Plat. "Plat" shall mean a subdivision plat of any portion of the Property.

1.17. Property. "Property" shall mean that real property which is subject to the terms of this Declaration, as described on Exhibit "A", together with any land which is added to the terms hereof as provided in Section 2.03 below.

1.18. Mesa Point Restrictions. "Mesa Point Restrictions" shall mean this Declaration, as the same may be amended from time to time.

1.19. Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a plat or plat of record in the Plat Records of Travis County, Texas.

ARTICLE II GENERAL RESTRICTIONS

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

2.01. Antennae. No exterior radio or television antenna, or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including but not limited to radio, television or microwave signals which are intended for cable television, network television reception, or other entertainment purposes, shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Control Committee.

2.02. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

2.03. Subdividing. No Lot shall be further divided or subdivided, nor easements or other interests in the Lot less than the whole be conveyed by the Owner, without the prior written approval of the Architectural Control Committee; provided, however, that when Declarant is the Owner, 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 Architectural Control Committee.

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

2.05. Noise. No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No loud or excessive noise so as to constitute a nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

2.06. Construction of Improvements. No Improvements shall be constructed upon any of the Property without the prior written approval of the Architectural Control Committee. Anything herein to the contrary notwithstanding, the Architectural Control Committee may limit its review to a review of a typical floor plan for the proposed residence type, and upon the Architectural Control Committee's approval of such typical floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by the Architectural Control Committee.

2.07. Dwelling Size. Unless such requirement is expressly waived in writing by the Committee, any single family dwelling constructed on a Lot must have a floor area of not less than 1600 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages. This requirement will only be waived by the Committee in unusual circumstances where the property or other characteristics of a Lot do not reasonably enable compliance with this requirement.

2.08. Masonry Requirements. Residences located on all Lots shall have a minimum of seventy-five percent (75%) of their first floor exterior walls of stone or masonry construction. In computing these percentages (i) all gables shall be excluded from the total area of exterior walls; (ii) all windows and door openings shall be excluded from the total area of the exterior walls; and (iii) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation of stone and masonry used.

2.09. Repair of Building. All Improvements upon any of the Property shall at all times be kept in reasonably good condition and repair and adequately painted and otherwise maintained by the Owner.

2.10. 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 Architectural Control Committee.

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

2.12. 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, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

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

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

2.15. Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining

property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks other than pickups, boats, tractors, 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 (other than emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles and with a minimum garage door opening of sixteen feet (16'). Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing of household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, 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.

2.16. Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile home shall be parked or placed on any Lot at any time, except with the written permission of the Architectural Control Committee.

2.17. Fences. No fence, of any sort, shall be constructed on any Lot without the Architectural Control Committee's prior written approval. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to, and approved in writing by, the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any fence, or require that any other proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

2.18. Animals - Household Pets. No animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

2.19. Maintenance of Lawns, Plantings, and Improvements. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot, including any Common Area platted as a part of such Owner's Lot, cultivated, pruned, mowed, and free of trash and other unsightly material, and shall maintain all Improvements situated thereon.

2.20. Construction Activities. Exterior construction activity shall only occur during daylight hours on any Improvement on a Lot located within the Property, and no construction activity may occur on Sundays; apart from these two limitations, nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner.

2.21. Erosion Controls. Temporary erosion controls, as approved by the Committee, may be required during construction of any dwelling.

2.22. Single Family Residential Use. Any Lot and any permitted Improvements on any Lot shall only be used as, or in direct connection with, a single family residence or dwelling unit. No Improvement upon or part of any Lot shall be used for any business, retail or commercial purpose or for carrying on a trade or profession.

2.23. Signs. No sign or billboard of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Control Committee, except for the following types of signs, each of which must first be approved in writing by the Architectural Control Committee:

- (a) Such signs as may be required by legal proceedings;
- (b) Not more than two (2) residential identification signs (street number and/or name of owner) for a maximum combined total face area of one hundred forty-four (144) square inches;
- (c) During the time of construction of any building or other improvement, one (1) job identification sign not larger than three (3) feet by four (4) feet, having a face area not larger than twelve (12) square feet;
- (d) Such signs, the number, type and size of which have been approved by the Architectural Control Committee for developers, builders or contractors; and
- (e) A "for sale" sign to advertise the Lot of the Owner is being offered for sale, which size shall not exceed a total of six (6) square feet in size.

2.24. Driveways. The Architectural Control Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with roads, streets or private driveways in the subdivision. All driveways shall be a minimum of twelve (12) feet wide and shall be paved, and such paving shall be completed at the time that construction of improvements is completed.

2.25. Clothes Drying Facilities. Outside clothes lines or other facilities for drying or airing clothes or other fabrics shall not be erected, placed or maintained on any Lot unless the same are approved in writing by the Architectural Control Committee and are screened from view from other Lots.

2.26. Solar Equipment. No solar powered equipment or device, or any equipment or device for the collection, recovery, use or creation of energy from sunlight shall be installed on any Lot without the prior written approval of the Architectural Control Committee.

2.27. Compliance With Provisions of Declaration. Each Owner shall comply strictly with the provisions of the Declaration. Failure to comply with any of the provisions of the Declaration shall constitute a violation of the Declaration, and shall give rise to a cause of action to recover sums for damages, costs and attorney's fees, and injunctive relief, maintainable by the Association, or by the Board, or by any agreed owner.

ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

3.01. Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than one (1) and not more than three (3) voting members ("Voting Members") and such additional non-voting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns, deems appropriate. The initial voting members of the Architectural Control Committee shall be Thom W. Farrell, Jay A. Hanna and Wesley Peoples.

3.02. Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. The Architectural Control Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to respond in writing to a request for approval specifying its objections within ten (10) business days, such approval shall be deemed to have been given.

3.03. Advisory Members. The Voting Members may from time to time designate Advisory Members.

3.04. Term. Each member of the Architectural Control Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

3.05. Declarant's Rights of Appointment. Declarant, its successors or assigns, shall have the right to appoint and remove all members of the Architectural Control Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee.

3.06. Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense, and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

3.07. Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Control Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the clearing of any Lot or the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Control Committee of any information or documents deemed by the Architectural Control Committee, it may postpone review of any Plans and Specifications submitted for approval. 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 residential development within the Property or is otherwise not acceptable to the

Architectural Control Committee. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans and Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

3.08. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or septic considerations, or other similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Control Committee. The granting of such variance shall not operate to waive any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

3.09. Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate one (1) or two (2) of its members, or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee taken without a meeting shall constitute an act of the Architectural Control Committee.

3.10. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

3.11. Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

3.12. Non-Liability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof, nor the Board nor any member thereof, shall be liable to any Owner or to any person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee or its members or the Board or its members, as the case may be. Neither the Architectural Control Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

3.13. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at 3223 Park Hills, Austin, Texas 78746, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

3.14. Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Control Committee and upon written request by the Owner of a Lot, the Architectural Control Committee shall issue a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, the Plans and Specifications on file with the Architectural Control Committee pursuant to which the Improvements were made, and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the Improvements or of the workmanship or material thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Control Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE IV
MESA POINT HOMEOWNERS ASSOCIATION

4.01. Organization. The Declarant shall cause the incorporation and organization of the Association. The Association shall be a non-profit corporation created for the purposes, charged with the duties, invested with the powers prescribed by law or set forth in its Articles and By-laws or in this Declaration. Neither the Articles nor By-laws of the Association shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.02. Membership. Any person or entity becoming an Owner shall automatically become a Member of the Association. Membership

shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof from membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with said qualifying property interest.

4.03. Voting Rights. The right to cast votes and the number of votes which may be cast for election of the Board and on all other matters to be voted on by the Members shall be calculated as described herein. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and each such Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Holders of future interests shall not be considered to be Owners for purposes of voting hereunder.

Class B. Class B Members shall be Declarant or its successors or assigns, and said Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and it shall be converted to Class A membership upon the earlier of (i) the sale by Declarant, its successors or assigns of seventy-five percent (75%) of the Lots in the Subdivision and the construction of Improvements for residence on such Lots, or (ii) January 1, 2000.

Any Member in default in the payment of any assessment or in the performance of any obligation imposed by this Declaration shall not be entitled to vote at any meeting of the Association as long as such default continues.

4.04. Powers and the Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times to make, come, establish and promulgate, and to amend or appeal as necessary, rules, regulations and by-laws with regard to the subdivision and the Association which do not conflict with this Declaration; to keep adequate books and records; to levy assessments as provided within this Declaration; to enter into contracts as reasonably required for the benefit of any or all Members of the Association; to settle claims, enforce liens and take all other actions as may be deemed necessary or expedient to

enforce this Declaration and the rules, regulations and by-laws of the Association.

ARTICLE V
FUNDS, ASSESSMENTS AND MAINTENANCE LIEN

5.01. Assessments.

(A) The Association from time to time may levy assessments against each Lot, whether or not improved. The level of assessment shall be equal and uniform between all Lots. On the first day of the next succeeding calendar month following the sale of a Lot (including a foreclosure sale), the full, unpaid amount of any assessment then assessed and due against such Lot shall be payable and shall be the responsibility of the new Lot Owner.

(B) Where the obligation to pay an assessment first arises after the commencement of the year or other period for which the assessment was levied, the assessment shall be pro rated as of the date when said obligation first arose in proportion of the amount of the assessment year or other period remaining after said date.

(C) Each unpaid assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the assessment is due, and the unpaid assessment shall become a lien against such Lot and all improvements thereon, which lien may be foreclosed as described herein. The Association may enforce payment of such assessments in accordance with provisions of this Article.

5.02. Regular Annual Assessments. The fiscal year of the Association shall be the calendar year. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including but not limited to the cost of all roadway and right of way maintenance, the cost of enforcing the provisions of this Declaration, and the reasonable provision for contingencies and appropriate replacement reserves, plus any expected income and any surplus funds from the prior years' operations. Assessments sufficient to pay such estimated net expenses shall then be levied as hereinafter provided, and the level of assessment set by the Board shall be final and binding so long as it is reasonable and it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual regular annual assessment, the Association may at any time, and from time to time, levy further assessments in the same manner as aforesaid. All such regular annual assessments shall be due and payable to the Association on the later of January 1 of each year or fifteen (15) days after written notice is given

by the Association of the amount of such annual regular assessment and that it is due.

5.03. Special Assessments. In addition to the regular annual assessments provided for above, the Board may levy special assessments whenever, in the Board's opinion, such special assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special assessment shall be at the reasonable discretion of the Board.

5.04. Owner's Personal Obligation for Payment of Assessments. The regular annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessment. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable laws then in effect (or if there is no such highest rate, then at the rate of one and one half percent (1 1/2%) per month) on the unpaid balance of the assessment from the date due thereof together with all costs and expenses of collection, including reasonable attorney's fees.

5.05. Assessment Lien and Foreclosure. Each Owner of any Lot, by accepting a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to, and hereby does, covenant and agree to pay the Association all regular annual assessments or charges and all special assessments or charges as more particularly described in this Article V. Such obligation to pay all regular annual assessments or charges and all special assessments or charges shall be a lien against each Lot within the Subdivision which lien shall become effective upon the recording of the Declaration. All sums assessed in the manner provided in this Article, together with interest and the cost of collection, including reasonable attorney's fees, constitute a continuing lien and charge on the Lot covered by such assessment, which shall bind each Lot, the Owner, and such Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase of or the Improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association.

5.06. Enforcement of Assessment Lien. The Association shall have any and all powers necessary or appropriate to enforce assessment liens for the collection of assessments hereunder as provided under Texas law. The Association is specifically granted the power to designate a trustee in writing to conduct a

foreclosure sale pursuant to the Texas Property Code, as amended. The Association may additionally institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the Lot at any foreclosure sale or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

ARTICLE VI
CREATION OF EASEMENTS

6.01. Easements. There is hereby created an easement upon, across, over and under all of the Common Area of the Association, consisting of Lot 30 and Lot 31, for the benefit of the particular Lots out of the subdivision contiguous with Lots 30 and 31, as provided and limited in this paragraph. Lots contiguous with Lots 30 and 31 are deemed to be as follows: Lots 26 through 29 are contiguous with Lot 30 and Lots 1 through 8 are contiguous with Lot 31 (hereinafter sometimes referred to collectively as the "Benefitted Lots" and individually as a "Benefitted Lot"). By virtue of this easement, the respective Owners of the Benefitted Lots shall be entitled to use and enjoy each Benefitted Lot's respective "Designated Portion" of Lots 30 and 31. The "Designated Portion" of Lots 30 and 31 shall be defined and determined by continuing the side lot lines of each Benefitted Lot in a straight line in a southern direction across Lots 30 and 31, as applicable, until such lot lines intersect with the southern most property lines of Lots 30 and 31. The portion of Lot 30 or 31, as applicable, bounded by the side lot lines of the applicable Benefitted Lot shall be the "Designated Portion" of Lots 30 or 31, as applicable, benefitting that Benefitted Lot. The Owner of a Benefitted Lot shall be entitled to the use, enjoyment and benefit of the Benefitted Lot's respective Designated Portion, including fencing in such area; provided, however, (i) such Owner shall not construct any permanent improvements upon a designated portion and any fences or other improvements built thereon shall be subject to removal at the request of the Board upon a seventy-five percent (75%) vote of the Board, and (ii) such Owner shall, and does hereby, assume the obligations to care for and maintain the Designated Portion attributable to such Owner's Benefitted Lot as if the same were a portion of such Owner's Lot, according to the requirements and standards set forth in these Declarations.

ARTICLE VII
TERMINATION OR AMENDMENT

No provision of these Mesa Point Restrictions may be terminated or amended except upon at least a seventy-five percent (75%) affirmative vote of Owners. For the purposes of computing

any such vote, each Lot shall be entitled to a vote as provided in Article IV hereof. Any such termination or amendment must be accomplished by an instrument or instruments in writing, signed by such Owners of record of the Lots as have approved same, and shall not become effective until filed of record in the Real Property Records of Travis County, Texas.

SIGNED AND EXECUTED on this 23rd day of March, 1994, as hereinafter set forth.

DECLARANT:

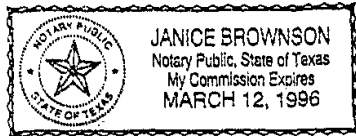
O'MESA POINT LIMITED, a Texas limited partnership

By: O'MESA, L.C., a Texas limited liability company, General Partner

By: *Thom W. Farrell*
Thom W. Farrell, President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23rd day of March, 1994, by Thom W. Farrell, President, of O'Mesa, L.C., a Texas limited liability company, as General Partner of O'Mesa Point Limited, a Texas limited partnership, on behalf of such limited partnership.



Janice Brownson
Notary Public, State of Texas
Printed Name: _____
Commission Expires: _____

EXHIBIT "A"

Lots One (1) through Thirty-One (31), inclusive, MESA POINT, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 92, Page 126, Plat Records of Travis County, Texas.

Return to:
Title Agency of Austin
3305 Northland Drive
Suite 100
Austin, Texas 78731
GF# 92128008-15

FILED
94 MAR 21 PM 12:00
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

MAR 24 1994



Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12150 0035