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[Signature]

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 4th day of March, 1996, by JEFFERSON TREETOPS, L.P., a Texas limited partnership (hereinafter referred to as "Declarant") and DAVID C. WARD, an individual ("Ward").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property and all easements, rights and appurtenances on the real property (the "Declarant Property") in the County of Travis, State of Texas, more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Ward is the owner of certain real property (the "Ward Property", and together with the Declarant Property, hereafter collectively referred to as the "Property" or "Properties") located in the County of Travis, State of Texas more particularly described on Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, a Homeowners' Association Agreement affecting the Property (the "Homeowners' Agreement") was recorded in Volume 12626, Page 62 of Real Property Records of Travis County, Texas; and

WHEREAS, Valburn Court Homeowners Association, Inc., a Texas non-profit corporation (the "Association") was formed, among other things, to levy and collect assessments relating to the Property, the Homeowners' Agreement and this Declaration, to administer and enforce the Homeowners' Agreement and to administer and enforce this Declaration; and

WHEREAS, Declarant and Ward desire to subject the Property to additional easements, covenants, conditions, restrictions, charges and liens for the benefit of such Property, its present and subsequent owners, and the Association as hereinafter specified.

NOW, THEREFORE, Declarant and Ward hereby declare that all of the Property (together with any property which may be added pursuant to the terms hereof) shall be held, sold and conveyed, subject to the following easements, covenants, conditions, restrictions, charges and liens (the "Restrictions"). The Restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof and the Association.

ARTICLE I

DEFINITIONS

Except as specified to the contrary in this Declaration, all defined terms in the

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Homeowners' Agreement have the same meanings in this Declaration.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

A. Additions to the Properties by Declarant. Declarant shall have the right to annex to and bring within the scheme of this Declaration additional properties which are contiguous at any point with the Property or any additions to the Property. A public road or utility right-of-way dividing two properties shall not be deemed to deprive them of contiguity.

B. Method of Making Additions. Additions shall be made by filing for record a Supplemental Declaration of Covenants and Restrictions (the "**Supplemental Declaration**") with respect to the additional property. Such Supplemental Declaration(s) may contain such additions and modifications to Article IV of this Declaration as may, in the sole discretion of Declarant, be necessary to reflect the different character of the added properties. In no event, however, shall any Supplemental Declaration(s) revoke, modify or add to the Restrictions established by this Declaration with respect to the Properties already subject to this Declaration, except to grant the owners of lots then subject to the Declaration limited rights with respect to such additional property (changes to assessments brought about by such addition shall be deemed not to be a revocation, modification or addition of the Restrictions).

C. Future Additions of Common Areas. Future Common Areas may be added to the scheme of this Declaration and included within the Properties subject to the jurisdiction of the Association, although there is no obligation to do so, and no representations are made with respect to any such additions. Such Common Areas will be deeded to the Association by Declarant.

D. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other Owner who, with the approval of the Declarant and the Board of Directors, which approval may be withheld each in its sole discretion, desires to add such property located as described in Paragraph A of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval by two-thirds (2/3) vote of the Members who are entitled to vote. Such approval by the Declarant, Board of Directors and, if required, the Membership shall be evidenced by a certified copy of a resolution of approval recorded in Travis County, Texas.

ARTICLE III

ARCHITECTURAL CONTROL

A. Architectural Control. No structure shall be erected, placed or altered on any Lot in this Subdivision unless the structure's plans and specifications and the Lot plan (showing the location of such structure on the Lot) (collectively, the "**Plans**") have been approved as to

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conformity with the Restrictions, quality, materials and as to conformity and harmony of external design with existing (and approved or proposed) structures in the Subdivision, and as to location of the structure with respect to topography and finished ground elevation. Effective as of the date of this Declaration, there is formed an Architectural Review Committee, (herein referred to as the "Committee"), which is composed of two (2) members. Each member of the Committee shall have one (1) vote. The initial members of the Committee are David C. Ward and Arthur G. Carpenter. As long as Declarant is a Class B Member, Declarant shall appoint any member(s) needed to fill a vacancy or vacancies. When the Declarant no longer is a Class B Member, the vacancies on the Committee shall be filled by appointments by the Board of Directors. The stated term of the members shall be for one year, expiring each December 31, with each member being automatically reappointed unless another appointment is made by Declarant or the Board of Directors, as applicable.

Upon approval by the Committee of the Plans as herein provided, the Committee shall evidence its approval in writing, with each member indicating his/her written approval by memorandum or directly upon such Plans and the applicant Owner may then commence construction. The Committee shall approve or reject in writing any Plans, within ten (10) business days after the receipt of the submitted Plans or such approval will deemed to have been given.

If during the initial development of the Properties, the Committee approves a typical set of Plans and materials for a proposed residence type, residences may be constructed consistent with the approved Plan without the requirement of further review or approval by the Committee.

B. Limitation of Liability. No approval of Plans by the Committee shall be construed as a representation, warranty or implication that the improvements, if built in accordance therewith, will be free from defects, will meet applicable codes and laws, or will be built in a good and workmanlike manner. Any approvals of the Committee shall be concerned solely with matters of aesthetics and the satisfaction of the requirements set forth in the Declaration. None of the Declarant, the Association, the Committee or the directors, officers or members thereof, shall be liable or responsible to anyone submitting Plans for approval, for any loss or damage arising out of or related to the approval, disapproval or failure to approve any such Plans, the noncompliance of such Plans with applicable codes and laws, or the construction undertaken pursuant to such Plans. Approval of the Plans by the Committee shall not be construed as approval or an indication of approval by the City of Austin, Texas.

C. Variances. The Committee may grant a variance from compliance with Article IV of this Declaration when, in the opinion of the Committee (and in its sole and absolute discretion), such variance will not impair or detract from the high quality of development of the Properties. All variances granted must be evidenced by a written instrument, in recordable form. If a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the specific provision for which the variance was granted if the development of the Lot is in compliance with the terms of the variance. The granting of any such variance shall not operate or be deemed to operate to waive or amend any of the terms and provisions of this Declaration

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for any purpose except as to the particular Lot and the particular matter covered by the variance and such variance shall not be considered to establish a precedent for any future variance waiver, modification or amendment of the terms and provisions hereof.

ARTICLE IV

RESTRICTIONS ON USE AND MAINTENANCE OF PROPERTY

A. Use Restrictions. Except as may be modified by a Supplemental Declaration with respect to any subsequent phase of the Subdivision or unless a variance is granted as provided in Article III, the following Restrictions shall be applicable to the use of any Property subject to this Declaration:

1. Residential Purposes Only. Except for Common Areas, no Lot on the Properties shall be used for any purpose other than single-family residential purposes unless otherwise shown on the official recorded plat.
2. Masonry Requirement. At least eighty percent (80%) of the exterior walls (other than windows and doors) of the first floor of the main structure shall be clad in brick, brick veneer, stone, stone veneer, stucco or stucco veneer.
4. Setbacks. Setbacks for construction and development on the Lots shall be in compliance with the applicable building and zoning codes of the City of Austin.
5. Roofs. All roofs shall be covered with a composition material in muted earth tone colors, such as grey, slate, green or brown, metal in its natural or terra cotta red color, or tile in a terra cotta red color.
6. Structures. Unless otherwise designated in this Declaration, the color and material of structures shall not be bright but shall be neutral, muted or subdued. Colors and materials of proposed structures shall be submitted to the Committee for approval with the Plans.
7. Carports. No carports shall be allowed within the Properties.
8. Animals. No birds, animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats or other household pets in the aggregate may be kept on any Lot, and then only if they are kept, bred or raised solely as domestic pets and not for commercial purposes. Such pets must be kept within the rear, private, fenced yard of the Owner. Pets shall not be permitted to run at large, but shall be kept under the control of Owners, or guests of the Owners, by leash, cord or chain. The Owner of any pet shall immediately

remove excrement deposited by said pet upon Valburn Court or the Common Areas. Habitual barking, howling, yelping or otherwise noisy pets shall be deemed a nuisance. The Board of Directors shall have exclusive authority to determine, in its sole and absolute discretion, if a particular animal, bird or pet is a generally recognized household or barnyard animal or a nuisance. No horses or barnyard animals shall be kept on the Properties.

9. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, storage tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.
10. Nuisances. No nuisance or noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may disturb the neighborhood or occupants of adjoining property, or detract from its value as an attractive residential community. The Board of Directors shall have exclusive authority to determine, in its sole discretion, what may constitute a nuisance or offensive activity. Without limitation, no exterior speakers, horns, bells or other sound devices, excluding security devices, shall be used on the Properties in a manner which, in the opinion of the Board of Directors, causes or creates a nuisance when utilized by the Owner. No Owner shall allow lawn grass or weeds to grow in its Lot in excess of four inches (4") high - to do so shall be deemed to be a nuisance, and the Association is hereby granted an easement to enter upon said Lot in order to mow the grass and weeds and charge the Owner for the cost thereof, such cost being deemed to be an assessment hereunder as to the Owner and the Lot, being payable by the Owner within thirty (30) days after written demand therefore.
11. Garages/Patio Storage. Each residence shall not have less than a two (2) car garage. On all Lots other than corner Lots, a minimum of two (2) walls (the wall facing the street and the wall facing the interior of the Lot) of the first floor of detached garages (including those attached by breezeways) shall be of brick, brick veneer, stone, stone veneer, stucco or stucco veneer construction. On all corner Lots, a minimum of three (3) walls (the walls facing the streets and the wall facing the interior of the Lot) shall be of brick, brick veneer, stone, stone veneer, stucco or stucco veneer construction. The exterior of the detached garage and the roof lines shall

be generally compatible with that of the main residential structure. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than patio furniture.

12. Common Area. No Owner or occupant shall remove or significantly alter any tree or landscaping in any street, right-of-way, park or recreational area, or other part of Valburn Court or the Common Area, unless permission in writing is first granted by the Association. Valburn Court and the Common Area shall be used for access, utility easements and other purposes directly related to private, single-family use.
13. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the residence or connected garage, except on the scheduled trash pick-up day(s).
14. Vehicles. No vehicle of any kind may be parked on any street in the Subdivision overnight. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on driveways or Lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at anytime. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in the driveway or the front yard of any Lot or parked on any street in the Subdivision. The keeping of inoperable vehicles, with or without wheels, on any Lot or street in the Subdivision is expressly prohibited.
15. Signals. No radio signals, television signals or other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot.
16. Lighting. All Owners shall install a light stanchion on its Lot between 8' and 10 feet tall adjacent to Valburn Court at the time of construction on such Lot. Location and type of light stanchion shall be submitted to the Committee for approval with the Plans. No lighting or illumination of any kind shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot.
17. Signs. No sign, of any kind shall be displayed to the public view on any part of Lot except one professional sign per dwelling of not more than five (5) square feet advertising a dwelling for sale or rent. The Declarant is permitted to use larger signs and erect permanent signs near the entrances

of the Subdivision and may permit builder(s) in the Subdivision to use larger signs.

18. Antenna. Any ground mounted radio or TV antenna or satellite dish shall be behind a fence screening such antenna or dish from view from the street in front of the Lot and from the adjoining Lots. No antenna or satellite dish shall be attached to the exterior of any structure unless it is relatively small in size and reasonably hidden from view from the street in front of the Lot and from the adjoining Lots. The Committee will determine whether antennas and satellite dishes comply with this paragraph, in its sole discretion.

18. Wires. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Properties except during construction of the structure. All Owners shall use underground service wires to connect their Residence to the underground electric, telephone and cable television facilities.

19. Fences and Walls. All fences shall be of a wood, steel, wrought iron or masonry construction and shall not exceed a height of six feet (6') from ground level; provided, however the Committee, upon written request of the Owner, and for proper cause as judged by the Committee, may grant a variance to the height limit to allow fencing which exceeds the six foot limit [but no fence shall exceed eight feet (8') in height] if such variance is granted in writing. No fences shall be built or maintained forward of the front wall of the house erected on the Lot. All fences constructed of wood must be solid and constructed of standard size planks. The panels of any fence located in a drainage easement shall be elevated at least four inches (4") above the ground to allow for the passage of water. All fences on Lots shall be maintained in good repair and in a clean, attractive manner and, if painted or stained, it shall be in a color in harmony with the Subdivision. If any such fences are not maintained, repaired and kept in accordance herewith, the Association is hereby granted an easement to enter upon the Lot and perform such functions and charge the Owner for the cost thereof, such cost being deemed to be an assessment hereunder, being payable by the Owner within thirty (30) days after written demand therefore.

20. Drainage. This Subdivision is designed to a master drainage plan that does allow from time to time drainage to cross from one Lot to another. All Lots must generally conform to the master drainage plan.

21. Fish and Wildlife Permit. The Property shall be developed in accordance

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with Federal Fish and Wildlife Permit (the "Permit") recorded in Volume 12521, Page 920, Real Property Records, Travis County, Texas, as amended as provided therein. Each Owner agrees to comply with the terms of the Permit, including but not limited to the following:

a. New construction onsite will not be initiated during the golden-cheeked warbler breeding/nesting period, between March 15 and August 1, within 300 feet of the edge of a documented warbler territory. Territories to be determined each spring prior to the construction activity.

b. Undeveloped areas of the Property will be maintained in their natural condition.

c. Minimization or avoidance of clearing within the canyon habitats on the Lots, particularly the canyon habitat along Bull Creek that golden-cheeked warblers utilize.

d. Owner is required to replant disturbed areas during construction (not occupied by building or impervious surfaces) with native oak, evergreen sumac, shrubs, and native vegetation (not to include the Ashe juniper) that will benefit the golden-cheeked warbler. Owners shall use native plants in landscaping. Undeveloped portions of the Property will be maintained in a natural condition.

e. Upon locating a dead, injured, or sick golden-cheeked warbler, or any other endangered or threatened species, the Owner is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, Austin, Texas, at (512) 490-0948, for care and disposition instruction. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state of analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Owner has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

f. If during the tenure of the Permit, the amount or extent of the incidental take is exceeded, all construction and/or other activities related to the incidental take Permit must be stopped and the Owner is required to reinitiate formal consultation to avoid

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violation of Section 9, Endangered Species Act.

g. Operation and maintenance of the Property will include periodic inspection and reports to the U.S. Fish and Wildlife Service of any activity on the Property that may be detrimental to the golden-cheeked warbler. Declarant, and any future owner of the Multifamily Tract (as defined in Article VI.H.) shall perform the required periodic inspections and reports and Declarant and Ward hereby grant an easement on the Property to such owner and its agents to the extent necessary for such inspections and preparation of reports.

B. Minor Deviations. During the existence of this Declaration, as supplemented or amended, the Committee shall have the power and right to permit minor deviations and waivers of the foregoing provisions (except for the Permit provisions), provided evidence of the approval of such deviation or waiver must be in writing.

ARTICLE V

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant hereby specifically excepts, excludes and reserves the following from each and every conveyance as if set out fully in each deed and instrument of conveyance executed and delivered by it to the Owner of a building site or living unit:

A. Sales Activities. The Declarant shall have the right for itself and the power to grant to one or more builders or Owners who purchase a Lot for resale and not occupancy the right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein.

B. Construction and Completion. The Declarant shall have the right (i) and the power to grant to one or more builders the right, to construct single family residential homes, drives, roads, Valburn Court, lift stations, water quality ponds, sewer lines, water lines and all other improvements on the Properties; and (ii) to repair and maintain Valburn Court and the Common Area.

ARTICLE VI

GENERAL PROVISIONS

A. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by the Class B Member and a majority of the Class A Members entitled to vote in person or by proxy on such matter at a

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meeting called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Such amendment or revocation shall be effective when duly recorded.

B. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Association and their respective legal representatives, successors and assigns, for the term of thirty (30) years from the date that this Declaration is recorded in the Real Property Records of Travis County, Texas, after which time the Declaration shall automatically be extended for successive periods of five (5) years unless an instrument terminating the Declaration has been signed by the majority of the Members and has been recorded in the Real Property Records of Travis County, Texas.

C. Complaints by Owner. If any Owner believes any other Owner is in violation of this Declaration, he or she may so notify such Owner in writing explaining the reasons for such complaint. If the Owner fails to remedy the alleged violation within ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the President of the Association, who shall thereupon notify the Board of Directors. The Board shall have the right to institute appropriate mediation, arbitration or legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees. The Association, through the Board of Directors, has the right to levy and collect assessments to enforce the provisions of this Declaration.

D. Complaints by Association. If the Association believes any Owner is in violation of this Declaration, it shall so notify such Owner in writing, explaining its reason for such complaint. The Association, through the Board of Directors, has the right to levy and collect assessments to enforce the provisions of this Declaration. If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, then the Association shall have the right to institute appropriate mediation, arbitration or legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees.

E. Waiver of Enforcement. Waiver of enforcement of any Restriction contained in this Declaration shall be limited to that particular covenant and shall not be construed to be a waiver of any other Restriction contained herein. All waivers shall be in writing; Association's, Declarant's or any Owner's failure to act shall not be deemed a waiver of any right to enforce the terms or provisions of this Declaration.

F. Severability. Invalidation of any portion of this Declaration by judgment or court decree shall not affect any other provisions, all of which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law and should a provision herein be in conflict, the terms Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

G. Effect of Ordinances. Police, fire and other public safety ordinances of any

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governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where in conflict with the terms of this Declaration.

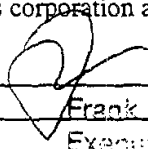
H. Emergency Access. It is intended that Lot 104, Block A, Treetops Subdivision, adjacent to the Property (the "**Multifamily Tract**") be developed by Declarant for multifamily residential purposes. Declarant and any future owner of the Multifamily Tract and their tenants, agents and occupants may utilize Valburn Court for access to and from the Multifamily Tract in case of any emergency, including fire, or in the event ice or snow prohibits use of the primary access in and out of the Multifamily Tract.

IN WITNESS WHEREOF, the undersigned Declarant and Ward have hereunto set their hands as the day and year first above written.

DECLARANT:

JEFFERSON TREETOPS, L.P.,
a Texas limited partnership

By: Carmil Capital Corporation,
a Texas corporation and sole general partner

By: 
Name: Frank R. Schubert, Jr.
Title: Executive Vice President

WARD:

David C. Ward

RETURN TO: PHYLIS DONELSON
HERITAGE TITLE
98 SAN JACINTO BLVD. STE. 400
AUSTIN, TEXAS 78701
GF# 6-19139

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governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where in conflict with the terms of this Declaration.

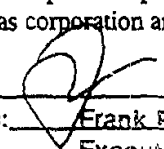
H. Emergency Access. It is intended that Lot 104, Block A, Treetops Subdivision, adjacent to the Property (the "Multifamily Tract") be developed by Declarant for multifamily residential purposes. Declarant and any future owner of the Multifamily Tract and their tenants, agents and occupants may utilize Valburn Court for access to and from the Multifamily Tract in case of any emergency, including fire, or in the event ice or snow prohibits use of the primary access in and out of the Multifamily Tract.

IN WITNESS WHEREOF, the undersigned Declarant and Ward have hereunto set their hands as the day and year first above written.

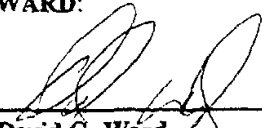
DECLARANT:

JEFFERSON TREETOPS, L.P.,
a Texas limited partnership

By: Carmil Capital Corporation,
a Texas corporation and sole general partner

By: 
Name: Frank R. Schubert, Jr.
Title: Executive Vice President

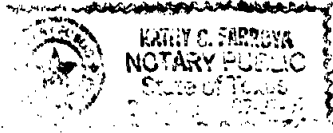
WARD:



David C. Ward

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by Frank B. Schubert, Jr., the Exec. Vice President of Carmil Capital Corporation, a Texas corporation, sole general partner of Jefferson Treetops, L.P., a Texas limited partnership, on behalf of said corporation and partnership.



[Signature]
Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ___ day of _____, 1996, by David C. Ward, an individual.

Notary Public, State of Texas

Notary's Printed Name

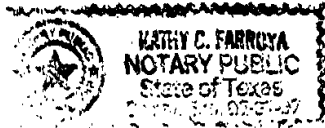
My Commission Expires: _____

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DECLARATION OF COVENANTS AND RESTRICTIONS
REAL PROPERTY SERVICES
TRAVIS COUNTY, TEXAS
12636 0260

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by Frank B. Schubert, Jr., the Exec. Vice President of Carmil Capital Corporation, a Texas corporation, sole general partner of Jefferson Treetops, L.P., a Texas limited partnership, on behalf of said corporation and partnership.



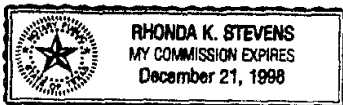
[Signature]
Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by David C. Ward, an individual.



[Signature]
Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

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1 scl:js 2/22/96

DECLARATION OF COVENANTS AND RESTRICTIONS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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EXHIBIT A

Description of the Declarant Property

Lots 82 through 85, Block A, Lots 86-102, Block B and Valburn Court, a 24' private right-of-way approximately 24 feet wide with a variable width cul-de-sac (Lot 105) pursuant to Treetops Subdivision, an addition to the City of Austin, Texas, according to the plat filed in Book 96, Page 193-196, Plat Records of Travis County, Texas.

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EXHIBIT A-1

Description of the Ward Property

Lot 103, Block B, pursuant to Treetops Subdivision, an addition to the City of Austin, Texas, according to the plat filed in Book 96, Page 193-196, Plat Records of 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 5 1986



Laura D. Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
96 MAR - 5 PM 3: 52
DANA BECKENBACH
COUNTY CLERK
TRAVIS COUNTY TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12636 0263

RECEIPT#: R00000789 TRANS#: 58783 DEPT: REGULAR RECORD \$39.00
CASHIER: KHTJUE FILE DATE: 3/5/86 TRANS DATE: 3/5/86
PAID BY: CHECK# 5019