

AGREEMENT

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This Agreement is entered into on this the 14 day of November, 1996, by and among I. Harold Silberberg and Adele G. Silberberg (the "Silberbergs"), N.W. Mesa Forest, Ltd., a Texas limited partnership (the "Partnership") and Mesa Forest Homeowners Association (the "Association").

RECITALS:

A. On October 3, 1994, the Silberbergs, acting as both Grantor and Grantee executed the Amended and Restated Joint Use Easement and Residential Restriction Agreement which is recorded at Volume 12299, Page 0052 of the Real Property Records of Travis County, Texas, (the "Easement Agreement").

B. Among other things, the Easement Agreement establishes a non-exclusive easement and Right-of-Way across the 9.421 Acre Tract described therein for the benefit of the Silberbergs

C. In Section 4 of the Easement Agreement, the parties provided that if the Right-of-Way has not been suspended, either of the parties to the Easement Agreement may place reasonable barriers on the Roadways such as limited access securing gates to control the access from the 2.7 Acre Tract through the Roadways, and in such event, the Silberbergs shall control access through the barriers to the Roadways.

D. On October 24, 1994, the Silberbergs conveyed the 9.421 Acre Tract to the Partnership by general warranty deed recorded at Volume 12300, Page 0884 of the Real Property Records of Travis County, Texas, and the conveyance to the 9.421 Acre Tract was made subject to the Easement Agreement.

E. On October 24, 1994, the Silberbergs assigned to the Partnership all rights the Silberbergs had as Declarant under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mesa Forest P.U.D. dated October 3, 1994, recorded at Volume 12299, Page 23 of the Real Property Records of Travis County, Texas, (the "Amended Declaration").

F. Pursuant to the Amended Declaration and the Articles and Bylaws of the Association, the Partnership (as the Declarant) has the authority to execute this Agreement on behalf of the Association and in its own capacity as the owner of that portion of the 9.421 Acre Tract which the Partnership has not conveyed since it acquired it from the Silberbergs.

G. Russell Parker, as President of N. W. Mesa Forest Development, Inc., general partner of N. W. Mesa Forest, Ltd., has the authority to execute this Agreement on behalf of the Partnership.

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REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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H. Pursuant to the provisions of the Easement Agreement, gates have been erected on Moritz Lane and Comfort Cove (the "Gates"). The Gates are inset on the 9.421 Acre Tract and not on the boundary of the 9.421 Acre Tract and the 2.7 Acre Tract owned by the Silberbergs.

NOW, THEREFORE, in consideration of the premises aforesaid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All defined terms used in this Agreement which are not defined herein shall have the meaning set forth in the Easement Agreement or the Amended Declaration.

2. Acknowledgment of Continuing Access through the 9.421 Acre Tract: Ownership and Maintenance of Gates. The parties acknowledge that the Gates made the basis of this Agreement are situated on Moritz Lane and Comfort Cove and are inset to the south and west, respectively, of the boundary line of the 9.421 Acre Tract and the 2.7 Acre Tract owned by the Silberbergs, and notwithstanding the location of the Gates, the parties hereby agree as follows:

(a) all rights of the Silberbergs as set forth in the Easement Agreement shall continue and are not modified or in any way altered by the location of the Gates on the 9.421 Acre Tract;

(b) the Silberbergs own the Gates and pursuant to the Easement Agreement, the Silberbergs shall control the use of the Gates and may modify, remove or replace the Gates; and,

(c) the Silberbergs shall be responsible for the repair and maintenance of the Gates.

3. No Other Amendments. This Agreement is entered into for the purpose of clarifying the rights of the Silberbergs under the Easement Agreement and shall not be construed as an amendment or modification of the Easement Agreement, the Amended Declaration, or any other instrument.

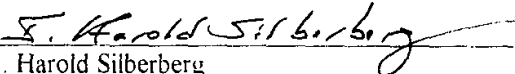
4. Severability. Invalidation of any one of the terms or provisions herein stated by judgment or court order shall in no way affect any other terms or provisions hereof, and all other provisions hereof shall remain in full force and effect.

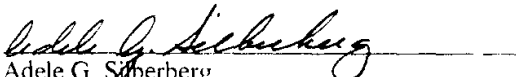
5. Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas.

6 No Third Party Rights. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any other person other than the parties stated herein and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first written above

SILBERBERGS:

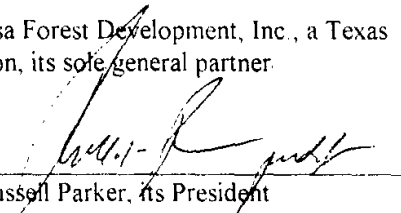

I. Harold Silberberg


Adele G. Silberberg

PARTNERSHIP:

N.W. Mesa Forest, Ltd., a Texas limited partnership

By: N.W. Mesa Forest Development, Inc., a Texas corporation, its sole general partner

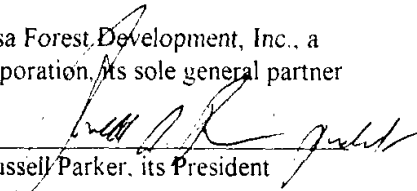
By: 
Russell Parker, its President

ASSOCIATION:

Mesa Forest Homeowners Association

By: N.W. Mesa Forest, Ltd., a Texas limited partnership

By: N.W. Mesa Forest Development, Inc., a Texas corporation, its sole general partner

By: 
Russell Parker, its President

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of November, 1996, by Russell Parker as President of N.W. Mesa Forest Development, Inc., General Partner of N.W. Mesa Forest Ltd., a Texas limited partnership on behalf of said limited partnership.



Sherrri Pieratt

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of November, 1996, by I. HAROLD SILBERBERG.

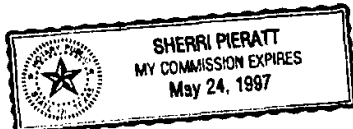


Sherrri Pieratt

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of November, 1996, by ADELE G. SILBERBERG.



Sherrri Pieratt

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

STEVE HURST, P.C.
8045 Mesa Drive
Austin, Texas 78731

FILED
95 NOV 25 PM 4:32
DAVID L. BURR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

Steve Hurst, P.C.
8045 Mesa Drive
Austin, TX 78731

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

NOV 25 1998



David L. Burr
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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