

Out of Parcel 01-4405-0510-0000  
021 Canyon R.M./P.A./L.T

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**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CANYON RIM**

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 TRV 2000167861  
34 pgs

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

THAT PK-RE, LTD, ("Declarant"), being the owner of all of the property situated within that certain subdivision known as CANYON RIM which is all or a part of Lots 1 through 42, Block A, Canyon Rim subdivision, according to the plat of said subdivision recorded in Document No 200000051 of the Plat Records of Travis County, Texas (hereinafter called "the subdivision" or "CANYON RIM") and desiring to create and carry out a uniform plan for the improvement, development and sale of the above referenced lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered, and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content)

**ARTICLE I.**

**DEFINITIONS**

The following terms when used in this Declaration shall have the following meanings unless the context prohibits

1     Association shall mean Canyon Rim Homeowners Association, Inc, a Texas nonprofit corporation, its successors and assigns

2     Common Properties shall mean the properties to be owned and maintained by the aforesaid Association for the common use and enjoyment of

its members, including but not limited to private streets, conservation or habitat areas, greenbelts, parkways, medians, islands, gates, water and wastewater improvements and other facilities now or hereafter situated within Canyon Rim.

3. Declarant shall mean PK-RE, Ltd. and any other party to whom it assigns in writing any of its rights hereunder

4. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are both original Improvements made to Lots in Canyon Rim and all subsequent changes, additions, treatments or replacements thereto

5. Dwelling shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

6. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded subdivision plat of the subdivision with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat

7. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any of the above referenced Lots situated in Canyon Rim including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

8. Architectural Control Committee or Committee shall mean the Architectural Control Committee established pursuant to this Declaration to review and approve plans for the construction of improvements on the Property

9. Canyon Rim shall mean Lots 1 through 42, Block A, Canyon Rim, a subdivision in the City of Austin, Travis County, Texas

## ARTICLE II.

### USE

All Lots in the subdivision shall be used for single-family residential purposes only. One single-family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls,

fences, trellises and other similar structures, provided such structures are not connected or attached to Dwellings on adjacent Lots. "Single-family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants

No owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, tenants and servants, and uses directly incidental thereto

Nothing contained in this Declaration shall prevent the rental of any Lot and the Improvements thereon by Owner thereof for residential purposes, provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with the terms of this Declaration. No single family unit may be rented or leased for any single period of less than six (6) months. No "time-share plan" or any similar plan of fragmented or interval ownership of said single family unit shall be permitted on the Lot.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then, the material shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street or between the curb and the property line. Once construction is commenced, it shall be diligently pursued to the end that the Improvements are not left in an unfinished condition any longer than is reasonably necessary

### ARTICLE III.

#### TITLE TO COMMON PROPERTIES

The private streets, if any, greenbelts, conservation or habitat areas and other so-called "Common Properties" situated within Canyon Rim which are earlier identified herein as "Common Properties" shall be deeded in fee to the Association

The Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties situated within Canyon Rim

## ARTICLE IV.

### ARCHITECTURAL CONTROL

(1) Development Objectives. The aesthetic quality of Canyon Rim requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Architectural Control Committee (sometimes hereinafter called "the Committee") has been created. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

(2) Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two 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 Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

(3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the subdivision. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the reception of such matters will have an adverse affect on The Dominion Planned Unit Development.

(4) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No "Improvement", as that term is defined in this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of a Lot in the subdivision until plans and specifications, in such form and detail as the

Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Association shall have the power to employ professional consultants to assist The Architectural Control Committee in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

(5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal approval from such Committee shall be ineffectual for any purpose. All approvals or variances issued by the Committee, in order to be effective, must be in writing.

(6) Approval of Plans. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other Improvement shall be commenced, erected or maintained upon the Lot, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Committee. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed Improvements or alteration thereto. In the event said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority to determine whether proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external designs with existing structures and the overall plan of development of the subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the subdivision and, to the extent possible, ensure the harmonious

development of the subdivision in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

(7) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the subdivision nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly, and in writing, approved such request within thirty (30) days from the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration and architectural standards provided hereunder, against any other Owner.

(8) Issuance of Building Permit. Upon approval of final submittal, a Building Permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.

(9) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

(10) Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications required herein

If the slope of a Lot is greater than 20%, an engineering topographic survey must be made before permissible building elevation is determined, and retaining walls or vegetated slopes must be employed to protect the slope from erosion

The Architectural Control Committee may require a ridge pole to be set representing the maximum height of the proposed dwelling

## ARTICLE V.

### THE CANYON RIM HOMEOWNERS ASSOCIATION

(1) Organization The Association is a non-profit corporation created by Declarant for the purposes, and charged with the duties and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration

(2) Membership Any person or entity upon 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 for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest

(3) Voting Rights The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows

- (a) The Owner (excluding Declarant) of each Lot shall have one (1) vote for each Lot so owned

- (b) Declarant shall have twenty (20) votes for each Lot owned by Declarant

(4) Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties.

- (a) To accept conveyance of title to the Common Properties from the Declarant
- (b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Properties and any other property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments
- (c) To obtain and maintain in effect policies of insurance which, in the Board's judgment, are reasonably necessary or appropriate to carry out the Association functions
- (d) To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (e) To keep books and records of the Association's affairs
- (f) To maintain, repair, replace, clean, inspect and protect the Common Properties, including all water quality control equipment and devices located therein or thereon.
- (g) To maintain, repair, replace and protect the entrance sign to the Subdivision, if any
- (h) To pay all utilities provided to the Common Properties and/or the entrance to the Subdivision
- (i) To carry out and enforce all duties of the Association set forth in this Declaration.



- (j) To pay all expenses incurred by the Architectural Committee and/or the Association

(5) Powers and 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 as follows.

- (a) to levy Assessments as provided in Article 6 below.
- (b) To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot or into any Improvement thereon, for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot or Improvement and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 6 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its agents, contractors, successors or assigns
- (c) To retain and pay for the services of a Manager to manage and operate the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers and functions to the

Manager. The Member hereby releases the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated

- (d) To retain and pay for legal and accounting services necessary or proper in the operation of the Association
- (e) To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of this Declaration
- (f) To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(6) Power to Indemnify and to Purchase Indemnity Insurance. The Association shall indemnify and may reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person who is or was a director or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association) Further, the Association may indemnify and/or reimburse and/or advance expenses and/or purchase the maintain insurance or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary or other corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine The provisions of this Section 5 (6) shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise

## ARTICLE VI.

### ASSESSMENTS

(1) Assessments.

- (a) The Association may from time to time levy Assessments against each Lot, whether or not such Lot is improved. The amount of Assessments shall be equal and uniform among all Lots; provided, however, that no Assessments shall be levied hereunder against any Lot owned by Declarant
- (b) Where an Owner's obligation to pay Assessments first arises after the commencement of the year or other period for which an Assessment was levied, such Assessment shall be in a prorated amount proportionate to the fraction of the year or other period remaining after said date
- (c) Each purchaser of any Lot, by acceptance of a deed therefor, shall be deemed to covenant to pay to the Association each Assessment levied hereunder against such Lot, whether or not such covenant shall be expressed in any such deed or other conveyance. Each unpaid Assessment together with interest thereon and costs and expenses of collection thereof, including, without limitation, reasonable attorney's fees, as hereinafter provided, shall be the personal obligation and debt of the Owner of the Lot against which the Assessment was levied
- (d) The obligation to pay Assessments levied by the Association hereunder is part of the purchase price of each Lot when sold to an Owner. An express vendor's lien is hereby retained to secure the payment of each and every Assessment levied hereunder, and each such vendor's lien is hereby transferred and assigned to the Association, each such vendor's lien to be superior and paramount to any homestead or other exemption provided by law. The Association may enforce the payment of Assessments in accordance with the provisions of this Article 6
- (e) The Assessments shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners, the maintenance and improvement of the Lots, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles of the Association

(2) Regular Annual Assessments Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund Assessments sufficient to pay such estimated net expenses shall then be levied by the Association as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

(3) Special Assessments In addition to the regular Assessments provided for above, the Association may levy special Assessments whenever in the Board's sole 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 Assessments shall be determined by the Board in its sole discretion and shall be due and payable in any manner as the Board may designate.

(4) Owner's Personal Obligation for Payment of Assessments Each regular and special Assessment provided for herein shall be the personal and individual debt of the Owner of the Lot against which such Assessment was levied. No Owner, other than Declarant, may exempt himself from personal liability for such Assessments. In the event of default in the payment of any Assessment, the Owner of the Lot against which such Assessment was levied shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent (2%) per month), together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees.

(5) Assessment Lien and Foreclosure

- (a) The payment of each unpaid Assessment levied hereunder together with interest thereon as provided in Section 6 (4) above, and the costs and expenses of collection, including reasonable attorneys' fees, as herein provided, is secured by a continuing lien and charge on the Lot against which such Assessment was levied. Such lien for payment of Assessments shall bind such Lot in the hands of the

Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns, and shall be superior to all other liens and charges against such Lot, except only for tax liens, and all sums unpaid on any first lien Mortgage securing sums borrowed for the purchase or improvement of such Lot, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas, before such Assessment was due. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the aforesaid lien for payment of Assessments to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Real Property Records of Travis County, Texas. Upon the written request of any Beneficiary holding a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said Beneficiary the amount of any Assessments levied against such Lot remaining unpaid for a period of more than thirty (30) days after the same are due.

- (b) To evidence the aforesaid lien for payment of Assessments, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, a description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. The aforesaid lien for payment of Assessments shall attach with the priority set forth above from the date the payment of such Assessments becomes delinquent. The Association may enforce such lien by the foreclosure sale of the defaulting Owner's Lot in like manner as a foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Association may institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the effected Lot shall be required to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Association in connection with any foreclosure proceeding, whether judicial or non-judicial. The Association shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

- (c) The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, whether by judicial or non-judicial foreclosure sale or otherwise; provided, however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent Assessments, the lien for the delinquent Assessments will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable.

## ARTICLE VII.

### SIZE OF DWELLING

The total air conditioned floor area of the main structure of any Dwelling shall not be less than two thousand five hundred contiguous square feet (2,500 sq ft) for all single-story residences, and two thousand seven hundred fifty contiguous square feet (2,750 sq ft) for a two-story residences. This area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air conditioned.

## ARTICLE VIII.

### SETBACK LINES

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with required setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within twenty-five feet (25') from the front property line or within ten feet (10') of the rear boundary of a Lot, or within five feet (5') to each of the side boundaries of such Lot. The setback line requirements herein specified may be waived by the Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the Dwelling to be constructed thereon, but only in the event such waiver will not, in the sole opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. Outbuildings, provided they do not exceed one story in height, may be placed as close as ten feet (10') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purposes

of this covenant. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line.

**ARTICLE IX.**

**OUTBUILDING REQUIREMENTS**

Every outbuilding, inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to the prior written approval of the Committee.

**ARTICLE X.**

**BUILDING CODES**

All Dwellings shall be constructed in conformance with the then-current building codes adopted by the City of Austin.

**ARTICLE XI.**

**MASONRY REQUIREMENTS**

The exterior walls of the main residence building constructed on any Lot shall be one hundred percent (100%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the Austin, Texas building community as masonry. Notwithstanding the foregoing, the Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture, and, further provided, that the resulting structure will not detract from the general appearance of the subdivision.

## ARTICLE XII

### FENCES

All fences or walls in the subdivision shall be of the following composites

- 1 All masonry, or
- 2 All wrought iron, or
- 3 Any combination of wrought iron and masonry, or
- 4 Any other material that in the sole discretion of the Committee is compatible with the style of the main Dwelling and the surrounding dwellings and habitat

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for decorative walls or fences which are part of the architectural design of the main structure, and retaining walls, provided the Committee approves of same in writing

No fence shall be higher than six feet (6') in height from finished grade and will not alter or obstruct drainage to adjacent properties

## ARTICLE XIII.

### DRIVEWAYS AND OUTDOOR PAVING

All driveways and other hard surfaces shall be surfaced with concrete, brick, stone or other similar hard surfaced material

## ARTICLE XIV.

### TEMPORARY STRUCTURES

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings - shall be used on any Lot at any time as a residence, either temporarily or permanently. No dwelling previously constructed elsewhere may be moved on any Lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently



**ARTICLE XV.**

**SIGNS**

No signs of any kind shall be displayed to the public view on any single-family residential Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for, sale or lease, except as expressly permitted hereunder. The Committee may establish standardized sign criteria for Canyon Rim which permits the displaying of one sign per Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease, The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwelling on such Lots and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time

**ARTICLE XVI.**

**NEIGHBORHOOD ASSESSMENTS**

In addition to the regular monthly assessments required by the Declaration and which are payable to the Association, each Owner of a Dwelling (including Declarant) shall pay to the Association a pro-rata share of the actual costs incurred by the Association in maintaining the Common Properties

**ARTICLE XVII.**

**MAINTENANCE**

Grass, on each Lot shall be kept mowed and/or trimmed at regular intervals. Natural landscape vegetation shall be maintained at regular intervals and all trees, shrubs, vines and plants which die shall be promptly removed from the property and promptly replaced. Lawns must be properly maintained, Improvements must be promptly repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction of such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition, in the sole judgment of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

In the event of a default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements

established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as set forth herein then, in such event, the Declarant or the Association may specifically enforce those enforcement provisions contained herein and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed therefrom. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on any Lot in violation of this covenant and to make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant or the Association for the cost of any such maintenance or removal or repair upon demand.

#### ARTICLE XVIII.

##### OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained on any portion of the Lot unless completely enclosed within the garage of the residence or otherwise entirely shielded from view from the street or from any Lot within Canyon Rim. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot or the structures on such Lot. The Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Properties (and may establish, levy and collect fines for violations of such rules and regulations) as it may from time-to-time deem necessary to ensure the preservation and appearance of the subdivision as a first-class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owner, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use as set forth in this section.

#### ARTICLE XIX.

##### NUISANCES

No noxious or offensive activity shall be carried on or upon a Lot or upon the Common Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. No blasting shall be conducted on any Lot.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Committee). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same or remove same to afford consideration to those Owners disturbed thereby.

No exterior speakers, horns, whistles, bells or other sound devices (except for security systems, burglar alarms, security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot.

#### ARTICLE XX.

##### GARBAGE AND REFUSE DISPOSAL TRASH RECEPTACLE AREA

No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste shall at all times be kept in a solid walled enclosure no less than four feet (4') high, three feet six inches (3'6") deep, and three feet (3') wide with a solid wooden gate of at least thirty inches (30") wide directly accessible to the driveway. Trash containers may not be visible above the walled enclosure.

#### ARTICLE XXI.

##### ANIMALS

No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the subdivision, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals, it being understood that an "adult animal" for the purposes of these covenants shall be defined as an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a

basket, cage or other container Any such basket, cage or other container shall not be readily visible from the street or adjacent properties

**ARTICLE XXII.**

**OIL AND MINING OPERATIONS.**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground

**ARTICLE XXIII.**

**WATER AND SEWAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any single-family residential Lot, including, but not limited to, water wells, cesspools or septic tanks

**ARTICLE XXIV.**

**RADIO OR TV ANTENNA**  
**SOLAR PANELS**

No radio or television aerial wires, towers, antennas, discs, satellite dishes, solar panels, or other special television or cable apparatus or equipment shall be erected, installed, or placed on any Lot without the prior written approval of the Committee.

**ARTICLE XXV.**

**MAIL BOXES**

Centralized mail boxes shall be provided as part of the Common Properties No other mail boxes shall be erected or maintained within the subdivision

**ARTICLE XXVI.**

**ATHLETIC FACILITIES**

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the subdivision where same would be readily visible from the street or an adjoining Lot and must have the prior approval of the Committee. Basketball goals and backboards must have black poles and clear acrylic backboards. Tennis courts shall not be constructed without the express written permission of the Committee, and, if approved, tennis court lighting and fencing shall also require the prior written approval of such Committee.

**ARTICLE XXVII.**

**GARAGES**

A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e., taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. Carports shall not be permitted.

**ARTICLE XXVIII.**

**ROOFS**

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams or composition roofs with not less than a twenty-five (25) year rating.

A sample of all roofing materials must be submitted to the Committee for approval based on quality, color and compatibility with other structures in the subdivision prior to the installation thereof. Skylights and roof vents shall not be visible from the Common Properties.

**ARTICLE XXIX.**

**WINDOW TREATMENT**

All windows on front entrances of all Dwellings and on any entrance of a Dwelling facing a street or roadway shall be of wood construction. No aluminum foil, reflective film, paper, or similar treatment shall be placed on windows or glass doors at any time.

**ARTICLE XXX.**

**HEIGHT LIMITATIONS**

The maximum height of any Dwelling in Canyon Rim shall be at the sole discretion of the Architectural Control Committee, it being the Communities' intention to leave views unobstructed as much as possible.

**ARTICLE XXXI.**

**LANDSCAPING**

Any landscaping required by the plans and specifications approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the date of issuance of the Certificate of Occupancy by the Architectural Control Committee, and shall be in accordance with the landscape plan approved by the Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, such Architectural Control Committee expressly reserves the right to require the landscape plan to include the planting of trees by Owner if in the opinion of such Architectural Control Committee such trees are necessary to preserve the general landscaping goals and criteria for the subdivision as a whole. Sprinkler Systems shall be installed in all front and side yards. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks may be covered by rock material other than vegetation except for such sidewalks and driveways as have been approved by the Architectural Control Committee.

**ARTICLE XXXII.**

**FIREARMS, PROJECTILES, WEAPONS AND FIREWORKS**

The discharge of any firearm, including, but not limited to, BB guns and pellet guns and the discharge of any fireworks within the subdivision or adjacent lands owned in whole or in part by Declarant or located within Canyon Rim, is

strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device

**ARTICLE XXXIII.**

**SUBDIVISION OF LOTS**

No further subdivision of platted Lots in CANYON RIM shall be permitted without the express written consent of Declarant

**ARTICLE XXXIV.**

**WAIVER AND LACHES**

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day in which an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action of such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Declarant, the Association, the Architectural Control Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter

**ARTICLE XXXV.**

**TERM**

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent property Owners of said above-described Lots located within the subdivision for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2037, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Owners of legal title to seventy-five percent (75%) of the Lots within the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in

respect to breaches occurring or committed during its, his or their ownership of the Lots located within the subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

#### **ARTICLE XXXVI.**

##### **ENFORCEMENT**

Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Neither the Declarant nor Canyon Rim Homeowners Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of Declarant, Declarant's successors or assigns, the Association, or the Board of Directors of the Association. By the acceptance of a deed to any portion of the above-described property, each Owner agrees to submit to binding arbitration to resolve such covenant violation. Such arbitration shall be in compliance with the rules and procedures of the American Arbitration Association. The arbitrator's decision shall be final, and shall be subject to judicial review only upon the demonstration of prejudicial bias or prejudice in the arbitration, is involved in other litigation with the Association or Declarant, or in the event that immediate action is deemed by the Declarant or the Board of Directors of the Association to be required to promote the purposes of this Declaration and further to stop immediate and irreversible harm, the Declarant or the Association may proceed directly to court and may institute litigation and seek whatever remedies, whether legal or equitable, to which it may show itself to be entitled.

#### **ARTICLE XXXVII.**

##### **INVALIDATION**

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.



**ARTICLE XXXVIII.**

**PRIOR LIENS**

IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THESE PROTECTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE ESTATES AT THE OVERLOOK, AS RECORDED AND/OR AMENDED AND IN THE EVENT THAT THE ASSOCIATION EXPENDS ANY FUNDS FOR THE ENFORCEMENT OF THESE PROVISIONS, THAT ALL SUCH SUMS, INCLUDING BUT NOT LIMITED TO THE COST OF COLLECTION, REASONABLE ATTORNEYS FEES AND COURT COSTS, WILL THEREUPON BECOME A CONTINUING LIEN AND CHARGE ON THE PROPERTY OF THE VIOLATOR AND SHALL RUN WITH THE LAND. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE PROPERTY, EXCEPT ONLY FOR TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN OF RECORD, SECURING EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OR IMPROVEMENT OF THE PROPERTY IN QUESTION. THE ASSOCIATION MAY INSTITUTE SUIT AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE ASSESSMENT AND/OR FORECLOSE THE AFORESAID LIEN NON-JUDICIALLY, IT BEING UNDERSTOOD THAT THE ELECTION OF ANY ONE REMEDY SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER REMEDIES. IN ANY FORECLOSURE PROCEEDINGS, WHETHER JUDICIAL OR NON-JUDICIAL, THE OWNER SHALL BE REQUIRED TO PAY THE COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED. THE ASSOCIATION SHALL HAVE THE POWER TO BID ON THE PROPERTY AT FORECLOSURE OR OTHER LEGAL SALE AND TO ACQUIRE, HOLD, LEASE, MORTGAGE, CONVEY OR OTHERWISE DEAL WITH THE SAME. THE ASSOCIATION ALSO EXPRESSLY RESERVES THE RIGHT TO POST THE NAMES OF ANY DELINQUENT MEMBERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

**ARTICLE XXXIX.**

**ASSESSMENTS BY AWARD OR JUDICIAL DECREE**

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the Decree shall also constitute an assessment, which shall likewise "run with the land".

**ARTICLE XL.**

**RESERVATION OF RIGHTS**

The Declarant shall have and reserves the right at any time and from time to time, with the joinder or consent the Association of any other party to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or mortgagees

**ARTICLE XLI.**

**AMENDMENT**

At any time the Owners of the legal title to seventy-five percent (75%) of the Lots within Canyon Rim may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Travis County, Texas, except that, prior to January 1, 2005, no such amendment shall be valid or effective without the written joinder of Declarant and the Association, unless Declarant and the Association specifically waive this requirement by a written recorded instrument.

**ARTICLE XLII.**

**NOTICE BY ASSOCIATION**

Whenever written notice by the Association to an Owner is permitted or required hereunder, such shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

**ARTICLE XLIII.**

**TITLES**

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part hereof

**ARTICLE XLIV.**

**INTERPRETATION**

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern

**ARTICLE XLV.**

**OMISSIONS**

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference

**ARTICLE XLVI.**

**GENDER AND GRAMMAR**

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed

EXECUTED this 29 day of September, 2000.

**DECLARANT:**

PK-RE Ltd

BY PK-RE DEVELOPMENT COMPANY, INC

BY *Russell Eppright*  
Russell Eppright, its President

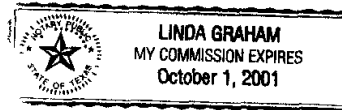
**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of September, 2000, by Russell Eppright, as President of PK-RE DEVELOPMENT COMPANY, INC, a Texas corporation, and general partner of PK-RE, Ltd, a Texas limited liability partnership, on behalf of said partnership

*Linda Graham*  
Notary Public, State of Texas

(seal)



**CONSENT OF MORTGAGEE**

Commerce National Bank, a Branch of Lubbock National Bank, as the owner and holder of indebtedness secured by deed of trust recorded as Document No 2000037827 (as to the \$3,100,000 00 note) and deed of trust recorded as Document No 2000037832 (as to the \$391,485 00 note) covering the Property, filed for record in Real Property Records of Travis County, Texas, does hereby join in the execution of this CANYON MASTER DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto, provided all liens and assessments shall be subordinate to Mortgagee's liens, Mortgagee shall inure to all rights of Declarant in the event of any foreclosure by Mortgagee, no lots held by Mortgagee shall be subject to assessments, and conveyance of any property to the Association shall be subject to the liens of Mortgagee

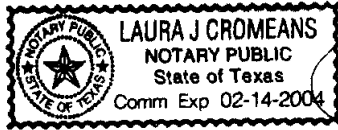
Executed this 18<sup>th</sup> day of October, 2000

COMMERCE NATIONAL BANK, A BRANCH OF  
LUBBOCK NATIONAL BANK

By Jeff W. Brinkley  
(its Vice President)

STATE OF TEXAS        §  
                                     §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 18 day of OCTOBER, 2000, by Jeff W. Brinkley, Vice President of Commerce National Bank, a Branch of Lubbock National bank, on behalf of said entity

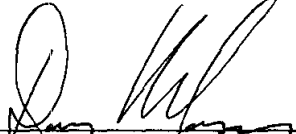


Laura J. Cromeans  
Notary Public, State of Texas

CONSENT

We, DOUG MANGUM & SUSAN MANGUM, as the owners of Lot 36, Block A, CANYON RIM SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded as Document #200000051, Official Public Records of Travis County, Texas, do hereby join in the execution of this CANYON RIM MASTER DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto

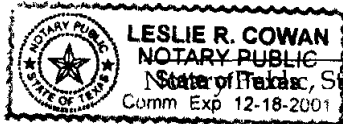
Executed this 5<sup>th</sup> day of October, 2000

  
\_\_\_\_\_  
DOUG MANGUM

  
\_\_\_\_\_  
SUSAN MANGUM

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 5 day of October, 2000, by DOUG MANGUM and SUSAN MANGUM.




Leslie Cowan  
\_\_\_\_\_  
Printed name of notary  
My commission expires 12-18-2001

CONSENT

We, RICHARD M LEWIS & KATHRYN A. LEWIS, as the owners of Lot 3, Block A, CANYON RIM SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded as Document #200000051, Official Public Records of Travis County, Texas, do hereby join in the execution of this CANYON RIM MASTER DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto

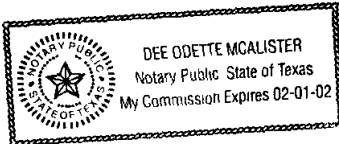
Executed this 13 day of October, 2000

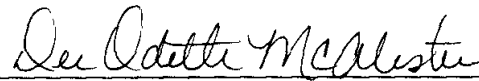
  
\_\_\_\_\_  
RICHARD M LEWIS

  
\_\_\_\_\_  
KATHRYN A LEWIS

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 13 day of October, 2000, by RICHARD M LEWIS and KATHRYN A LEWIS.



  
\_\_\_\_\_  
Notary Public, State of Texas

Dee Odette McAlister  
\_\_\_\_\_  
Printed name of notary  
My commission expires 2-1-1

CONSENT

We, ERICHE LOWE & PAULA LOWE, as the owners of Lot 34, Block A, CANYON RIM SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded as Document #200000051, Official Public Records of Travis County, Texas, do hereby join in the execution of this CANYON RIM MASTER DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto.

Executed this 11 day of October, 2000



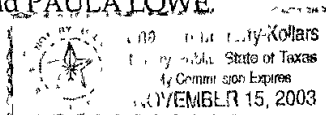
ERICHE LOWE



PAULA LOWE

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 11 day of October, 2000, by ERICHE LOWE and PAULA LOWE.



Notary Public, State of Texas

Shannon M. Terry-Kollars

Printed name of notary

My commission expires 11-15-2003



