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THE STATE OF TEXAS  
COUNTY OF TRAVIS

AUG 16 1995 11:00 AM BY THESE PRESENTS:

FIRST AMENDMENT TO ENABLING DECLARATION

FOR ESTABLISHMENT OF A CONDOMINIUM FOR

03956653

NORTH PARK PATIO HOMES

WHEREAS, CIRAR-GOLDRICK PARTNERSHIP, a Texas general partnership hereinafter called "Developer" is the owner in fee simple of the real property described herein as NORTH PARK PATIO HOMES, a condominium project, consisting of a total of seventeen (17) individual condominiums and attached garages, patios and decks therewith, which together with the common area shown on the exhibits attached thereto; filed of record in Volume 9305, Page 725, Real Property Records, Travis County, Texas; and

WHEREAS, said Developer desires to amend said Enabling Declaration and Bylaws in accordance with paragraph XIV of said Enabling Declaration so as to conform to requirements of Federal National Mortgage Association;

NOW, THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents hereof, said Developer, the sole owner in fee simple of said property and improvements, hereby makes the following amendment to said declarations as herein set out and the real property freehold estates thereby established as modified hereby, specifies and agrees that said declarations and the provisions hereby shall be and constitute covenants to run with the land and shall be binding on Developer, its successors, and assigns and on any grantees their successors, heirs, devisees, executors, administrators or assigns.

Those provisions of the ENABLING DECLARATION FOR ESTABLISHMENT OF A CONDOMINIUM FOR NORTH PARK PATIO HOMES, including the BYLAWS OF NORTH PARK PATIO HOMES duly filed of record in Volume 9305, Page 725 et seq., Real Property Records, Travis County, Texas,

REAL PROPERTY RECORDS  
Travis County, Texas

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are incorporated herein by reference and made a part hereof, except as modified hereby, and any provisions hereof which are in conflict with the provisions of the original Enabling Declaration and Bylaws shall supersede such conflicting provision.

The provisions of the ENABLING DECLARATION FOR ESTABLISHMENT OF A CONDOMINIUM FOR NORTH PARK PATION HOMES are amended as follows, to-wit:

Paragraph VII (I) is amended to read, "Until four (4) months after the time that Developer has sold and conveyed up to a maximum of seventy-five (75%) percent of the seventeen (17) condominium units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever occurs first, the Developer shall have the right to act as the sole Administrator for the government and administration of this condominium regime, and during such period it shall have the right to exclusively represent, act as and constitute the Council of Co-Owners and the Board of Governors and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in the Texas Condominium Act or Bylaws given to the Council or the Board."

Paragraph VII (H) is amended to read, "Except as hereafter provided, this Declaration shall not be amended except at a meeting of the Owners of the condominium units at which the amendment is approved by at least sixty-seven percent (67%) of the ownership interest in the condominium, and no such amendment shall be effective until it is approved in writing by sixty-seven (67%) percent of the holders of Mortgages affecting units. Notwithstanding any provision herein to the contrary, however, no amendment to this Declaration may alter or destroy a Unit or a Limited Common Element without the consent of the Owner or Owners affected and the Mortgagee or Mortgagees of the Unit or Units owned by such Owner or Owners."

Paragraph XII is amended to read, "The Board of Governors shall obtain insurance in behalf of the Council of Co-Owners as follows, to-wit:

(A) The Council of Co-Owners shall obtain and continue in effect comprehensive public liability insurance insuring the Council of Co-Owners, the Declarant and the agents and employees of each and the Owners and the respective guests and invitees of the Owners against any liability incident to the ownership or use of the Common Elements and Public Ways, and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Council of Co-Owners. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use. The Policy shall be written so as to require at least ten (10) days written notice to the Council of Co-Owners and all Mortgagees listed on the policy prior to cancellation or substantial modification of the policy. Coverage shall be in an amount determined by the Board of Governors to be sufficient.

(B) Additionally, the Council of Co-Owners shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Project, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements on the Property. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form

endorsement, a stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement in the event of destruction and a decision not to rebuild pursuant to this Declaration. Such policies shall be in form and amount as may be determined by the Board of Governors, shall name as insured the Council of Co-Owners, the Owners and Declarant (so long as Declarant is an Owner of any Units), and all Mortgagees as their respective interest may appear, and shall provide that any proceeds be paid to the Council of Co-Owners for the use and benefit of the Owners and Mortgagees as their interest may appear. Such policy shall be required to insure fixtures, equipment and other personal property inside individual units if the purchase of same is financed by a mortgage, but such policy shall not be required to insure the personal property or customized items within any individual Units otherwise, which shall be and remain the responsibility and risk of the Owners.

(C) The Council of Co-Owners may purchase such other insurance as it may deem necessary, including, without limitation, plate glass insurance, worker's compensation, directors' liability, and errors and omissions insurance, and the Council of Co-Owners shall purchase fidelity coverage against dishonest acts by any director, managers, trustees, employees or volunteers of the Council of Co-Owners who are responsible for handling funds belonging to or administered by the Council of Co-Owners. The fidelity bond insurance shall name the Council of Co-Owners as the insured and shall provide coverage in an amount not less than one and one-half (1-1/2) times the Council of Co-Owners' estimated annual operating expenses and reserves, and shall provide for a least ten (10) days written notice to the Council of Co-Owners and all listed Mortgagees prior to cancellation or substantial modification. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. In addition, the Council of Co-Owners shall

purchase such additional insurance as may be required under guidelines and regulations promulgated by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

(D) Insurance premiums shall be a Common Expense to be included in the Assessments levied by the Council of Co-Owners. The acquisition of insurance by the Council of Co-Owners shall be without prejudice to the right of any Owner to obtain additional individual insurance.

(E) This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project, in whole or in part, upon its destruction or obsolescence. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All Owners irrevocably constitute and appoint the Council of Co-Owners as their true and lawful attorney in their name, place and stead for the purpose of dealing with said Project upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Council of Co-Owners by and through its Board of Governors shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Council of Co-Owners for the purposes of repair, restoration or replacement unless the Owners agree not to rebuild in accordance with the provisions hereinafter set forth. The Council of Co-Owners shall have full authority, right and

power, as attorney-in-fact, to cause any repair and restoration of the improvement(s) permitted or required hereunder. Without limitation on the generality of the foregoing, the Council of Co-Owners, as attorney-in-fact, shall have the full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to settle and compromise any and all claims under said insurance policies, to collect proceeds and to distribute the same to the Council of Co-Owners, the Owners, and their respective Mortgagees (subject to the provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owners, the Council of Co-Owners and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Council of Co-Owners in regard to such matters. The Council of Co-Owners shall not be responsible for procurement or maintenance of any insurance covering the contents of the interior of any Unit or for the liability of any Owner for the occurrences therein not caused by or in connection with the Council of Co-Owners' operation, maintenance or use of the Project.

(F) In the event of fire, casualty or other disaster involving substantial damage to the Project, within ten (10) days of receipt of determination of the amount of insurance proceeds available to the Council of Co-Owners, the Council of Co-Owners shall cause notice to be given of a special meeting of Members to be held not less than twenty (20) nor more than thirty (30) days from the giving of such notice for the purpose of considering the adoption of a Plan for Reconstruction of the Project. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and other data deemed pertinent to the determination called for by this Section.

(G) In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Project shall,

subject to the provisions of Sections (I) and (J) below, be applied to such reconstruction. Reconstruction of the Project, as used in this Section means restoring the Project to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the Council of Co-Owners or its duly authorized agents.

(H) If the insurance proceeds are insufficient to reconstruct the Project, the damage or destruction thereof shall, subject to the provisions of Sections (I) and (J) below, be promptly caused to be repaired and restored by the Council of Co-Owners or its duly authorized agents, using proceeds of insurance, if any, on the Project for that purpose, and the Owners shall be liable for the special Assessment or Assessments for any deficiency as hereinafter provided.

(I) If less than two-thirds (2/3) of the Project (as determined by the vote or written consent of Owners owning at least fifty-one (51%) percent of the Common Elements in the exercise of their sole discretion) is destroyed or substantially damaged by fire or any other disaster, then the Project shall be rebuilt or repaired under a Plan for Reconstruction adopted by majority vote of the Owners, unless the Members of the Council of Co-Owners by unanimous vote or written consent, and all of the Mortgagees by prior written approval elect not to repair such damage; in which event the procedures set forth in Section (J) below shall be followed.

(J) If two-thirds (2/3) or more of the Project (as determined by the vote or written consent of Owners owning at least fifty-one (51%) percent of the Common Elements in the exercise of their sole discretion) is destroyed or substantially damaged by fire or any other disaster, and if the Owners by unanimous vote or written consent, do not voluntarily, within one hundred eighty (180) days

after determination of the amount of the Council of Co-Owners' insurance proceeds resulting from such destruction or damage, adopt a Plan for Reconstruction, the condominium regime shall be deemed to have been waived, and the Council of Co-Owners shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:

(i) the Project shall be deemed to be owned in common by the Owners;

(ii) the undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;

(iii) any liens on each Unit and that certain portion of the Common Elements appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the Owner of the affected Unit; and

(iv) the Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners and their mortgagees as their interest shall appear in a percentage equal to the Common Interest previously owned by each Owner.

(K) Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of such Owner's Unit which the Owner has installed, furnished or provided, including but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, or other improvements, betterments and additions to the Unit, all equipment and appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit, and all



air-conditioning and heating equipment serving such Owner's Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Council of Co-Owners of any reconstruction, repair or replacement of any portion of the Project necessitated by such Owner's negligence or misuse of his invitees, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owners's Unit is covered by insurance held by the Council of Co-Owners for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Council of Co-Owners, subject to the rights of the Council of Co-Owners to supervise, approve or disapprove such reconstrction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Council of Co-Owners for the benefit of such Owner, then such Owner shall begin reconstruction or repair of said Owner's Unit within sixty (60) days after the date of such damage, subject to the right of the Council of Co-Owners to supervise, approve or disapprove such reconstruction or repair during the course thereof.

(L) As soon as possible after the occurrence of a casualty which causes damage to any part of the Project for which the Council of Co-Owners has insurance coverage (hererinafter referred to as the "Casualty"), the Council of Co-Owners shall obtain reliable and detailed cost estimates of the following:

(i) The cost of restoring all damage caused by the Casualty to the Common Elements (hereinafater referred to as the "Common Element Costs"); and

(ii) The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Council of Co-Owners without regard to the policy limits of such insurance

(hereinafter referred to as the "Unit Cost").

All insurance proceeds available to the Council of Co-Owners with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special Assessment or Assessments shall be made against the Owners by the Council of Co-Owners as provided in Section (M) below. If such insurance proceeds are in excess of the amount needed to cover such estimated costs, the surplus shall be retained by the Council of Co-Owners to be used to defray Common Expenses.

(M) If the Owners adopt a Plan for Reconstruction all of the Owners shall be bound by the terms and other provisions of such plan. Any Assessment made in connection with such plan shall be deemed to be a special Assessment under this Declaration and shall be made pro-rata according to each Owner's interest in the Common Elements and shall be due and payable at the time and in the manner specified by the Council of Co-Owners. The Council of Co-Owners shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the special Assessment. The special Assessment provided for herein shall be a debt of each Owner and a lien on each Condominium Unit and may be enforced and collected as provided for herein. In addition thereto, the Council of Co-Owners as attorney-in-fact, shall have the absolute right and power to foreclose the lien against the Condominium Unit of any Owner refusing or failing to pay such special Assessment within the time provided.

(N) In addition to the master policies which the Council of Co-Owners shall carry, the Board of Governors shall have the power to require each Owner, at such Owners sole cost and expense to carry

personal liability insurance covering damage to property or injury to the person of others within the Project resulting from negligence of the Owner or such Owners's family members, agents, tenants, guests or invitees, insuch amount as may be deemed necessary by the Board of Governors.

(0) All property and liability insurance carried by the Council of Co-Owners or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Council of Co-Owners, officers and directors, and any Members, their guests, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Units are located."

Paragraph XIII is amended to read, "If all or any part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Council of Co-Owners, each Owner and each Mortgagee shall be entitled to participate in proceedings incident thereto at their respective expense. The Council of Co-Owners shall give written notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Council of Co-Owners to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Council of Co-Owners shall be a Common Expense. The Council of Co-Owners is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Council of Co-Owners in its discretion deemes necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Council of Co-Owners, and such damages or awards shall be applied as provided herein.

In the event that an action in eminent domain is brought to condemn a poriton of the Common Elements together with or apart from

any Condominium Unit, the Council of Co-Owners, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for a taking are determined, the damages or awards shall be paid to the account of each Owner and Mortgagee in proportion to the Owner's percentage interest in the Common Elements, unless restoration takes place as herein provided. The Council of Co-Owners, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by majority vote, shall decide whether to replace or restore the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Condominium Map shall be duly amended by instrument executed by the Council of Co-Owners on behalf of the Owners.

In the event that an eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent ( $66\frac{2}{3}$ ) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(a) The Council of Co-Owners shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(b) The Council of Co-Owners shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the project, including those damaged

Units which may be made tenantable, as a Condominium Project in the manner provided in this Declaration.

(c) In the event that the Council of Co-Owners determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Project, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interests previously owned by each Owner in the Common Elements.

(d) In the event that the Council of Co-Owners determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Project, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct each Condominium Unit so that it is made tenantable and which will be made tenantable by such work. If the cost of the work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable and which will be made tenantable by such work. With respect to those Units which may not be tenantable, the award made shall be paid to the joint account of each Owner and Mortgagee thereof and the remaining portion of such Units, if any, shall become a part of the Common Elements. Upon the payment of such award for the account of such Owners as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the percentage ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners.

If the entire Condominium Project is taken, or sixty-six and two-thirds (66-2/3%) percent or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units in proportion to their percentage ownership interest in the Common Elements and this condominium regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage ownership interest previously owned by each Owner in the Common Elements."

There is hereby added a new paragraph XVIII to read as follows, "The Council of Co-Owners, any Owner, or the Managing Agent shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorney's fees as are ordered by the Court; provided, that failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. All rules, regulations, duties and obligations relating to Owners, Units or the Project expressed herein, in the Bylaws, or in any rules or regulations adopted by the Board of Governors are covenants, conditions and restrictions and are a "charge on the ownership interest" of each Owner. All covenants, conditions and restrictions, including the duty to pay Assessments, shall be deemed "restrictive covenants" within the meaning of any Texas statute or other law governing rights of owners' associations to enforce such restrictive covenants, including, but not limited to, any statutory right of reimbursement of attorney's or other fees incurred in connection with enforcement of restrictive covenants."

There is hereby added a new paragraph XIX to read, "The Council of Co-Owners shall provide each Mortgagee on any Unit in the project timely written notice of the following matters:

- (1) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
- (2) Any 60 day delinquency in the payment of assessments or charges

owed by the owner of any Unit on which it holds the mortgage;

(3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Council of Co-Owners; and

(4) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer or guarantor should send a written request to the Council of Co-Owners, stating both its name and address and the Unit number or address of the Unit it has the mortgage on."

Those provisions of the BYLAWS OF NORTH PARK PATIO HOMES are amended as follows, to-wit:

ARTICLE III, Section 1, paragraph number two is amended to read, "Until four (4) months after the time that Developer has sold and conveyed up to a maximum of seventy-five (75%) percent of the seventeen (17) condominium units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever occurs first, the Developer shall have the right to act as the sole Administrator for the government and administration of this condominium regime, and during such period it shall have the right to exclusively represent, act as and constitute the Council of Co-Owners and the Board of Governors and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in the Texas Condominium Act or Bylaws given to the Council or the Board."

There is hereby added to the existing ARTICLE IV, Section 5, the following paragraph to read, "Prior to the time that Declarant has transferred control of the Council of Co-Owners to the Owners, Declarant shall have authority to employ for the Council of Co-Owners a professional management agent, provided, however, that any contract entered into by and between Declarant in behalf of the Council of Co-Owners shall contain provisions allowing for termination of such professional management contract without cause after 60 days notice to such professional manager, which termination shall provide that no penalty shall be imposed regarding such termination."

DATED AND EXECUTED by the undersigned Developer this the 15th day of August, 1985.

CIRAR-GOLDRICK PARTNERSHIP

By: Cynthia M. Goldrick by: CIRAR-CALDWELL CONSTRUCTION  
CYNTHIA M. GOLDRICK/  
PARTNER COMPANY/PARTNER

By: Charles D. Cirar  
Title: President  
Charles D. Cirar

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on August , 1985, by CYNTHIA M. GOLDRICK, partner on behalf of CIRAR-GOLDRICK PARTNERSHIP, a partnership.



Ann Cliff White  
Ann Cliff White  
(printed name)

NOTARY SEAL

Notary Public, State of Texas

My commission expires: 4-23-88

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on August , 1985, by CYNTHIA M. GOLDRICK, partner on behalf of CIRAR-GOLDRICK PARTNERSHIP, a partnership.



Ann Cliff White  
Ann Cliff White  
(printed name)

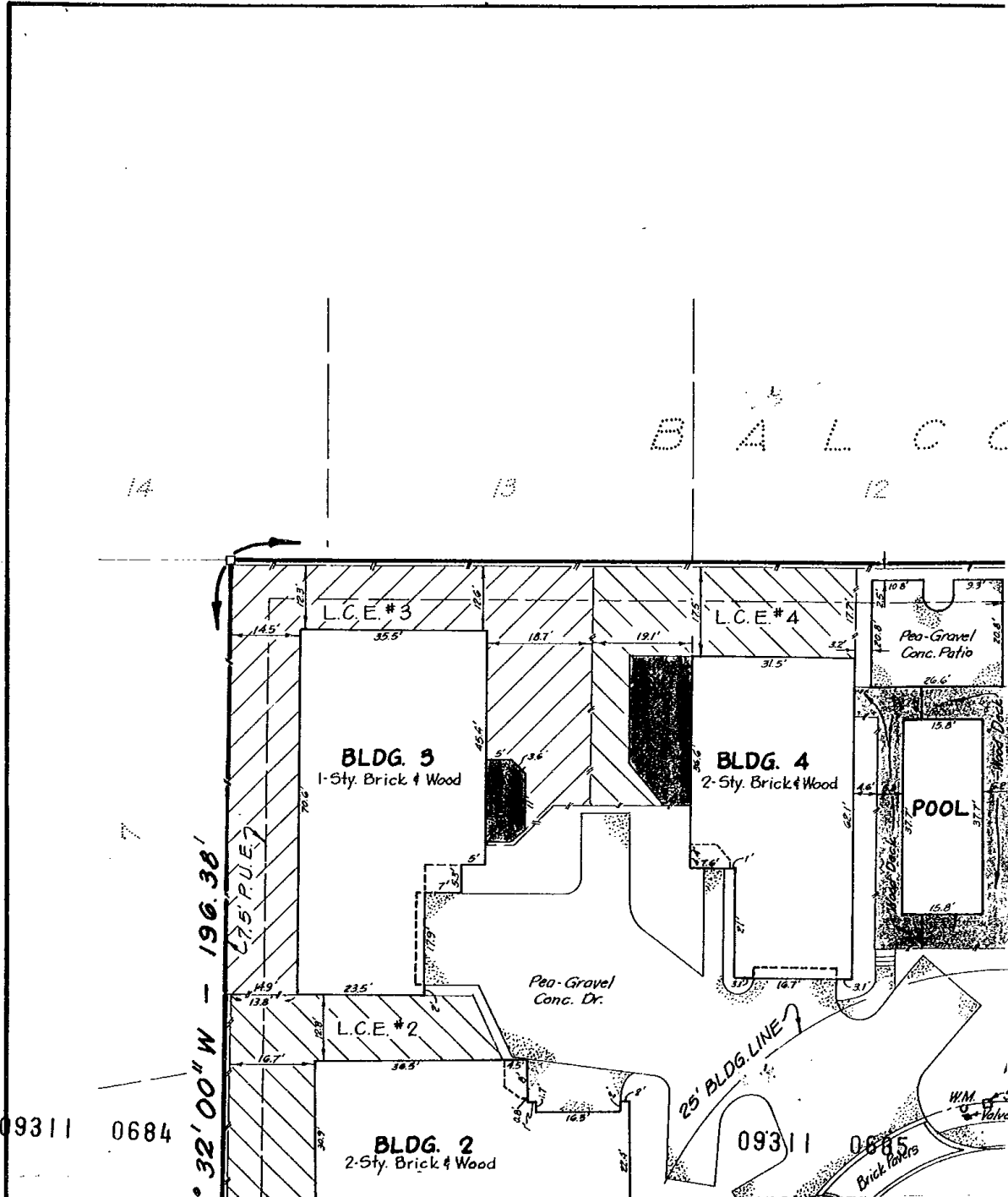
NOTARY SEAL

Notary Public, State of Texas

My commission expires: 4-23-88







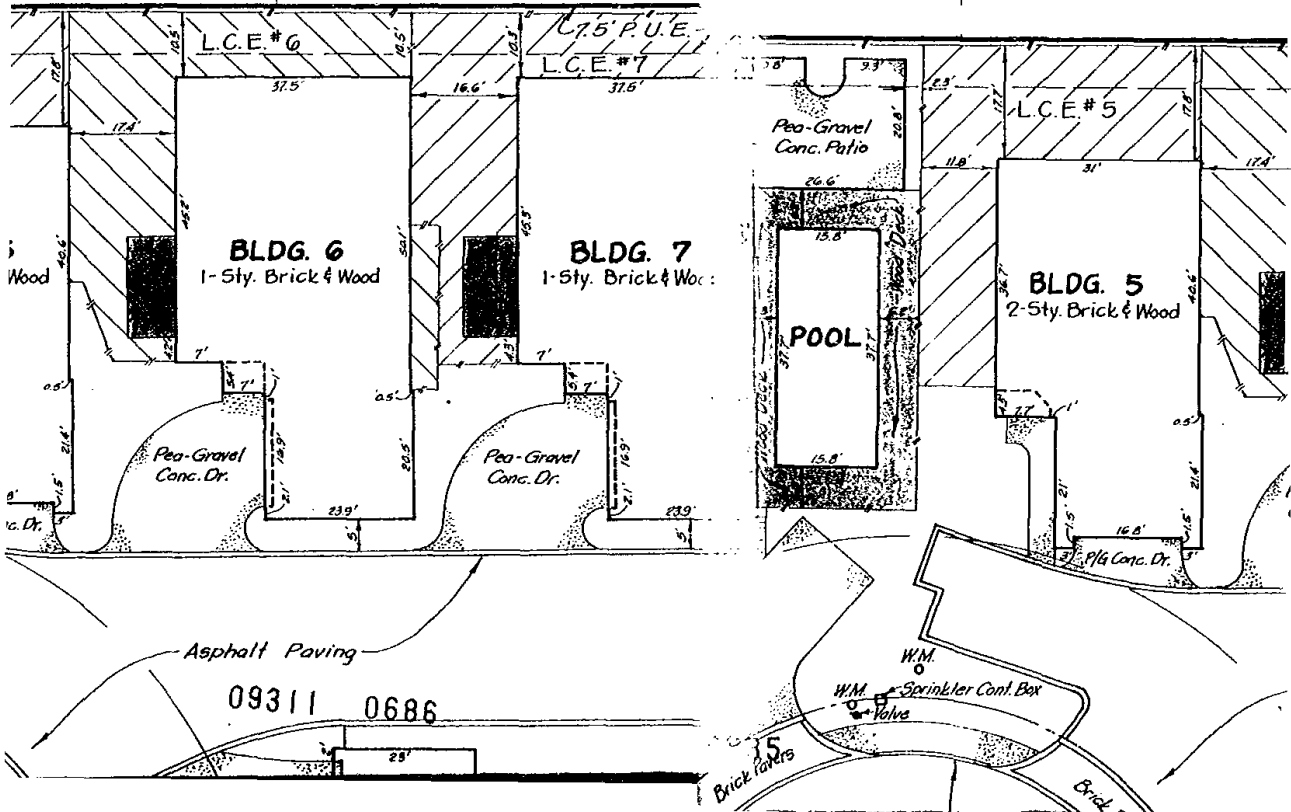


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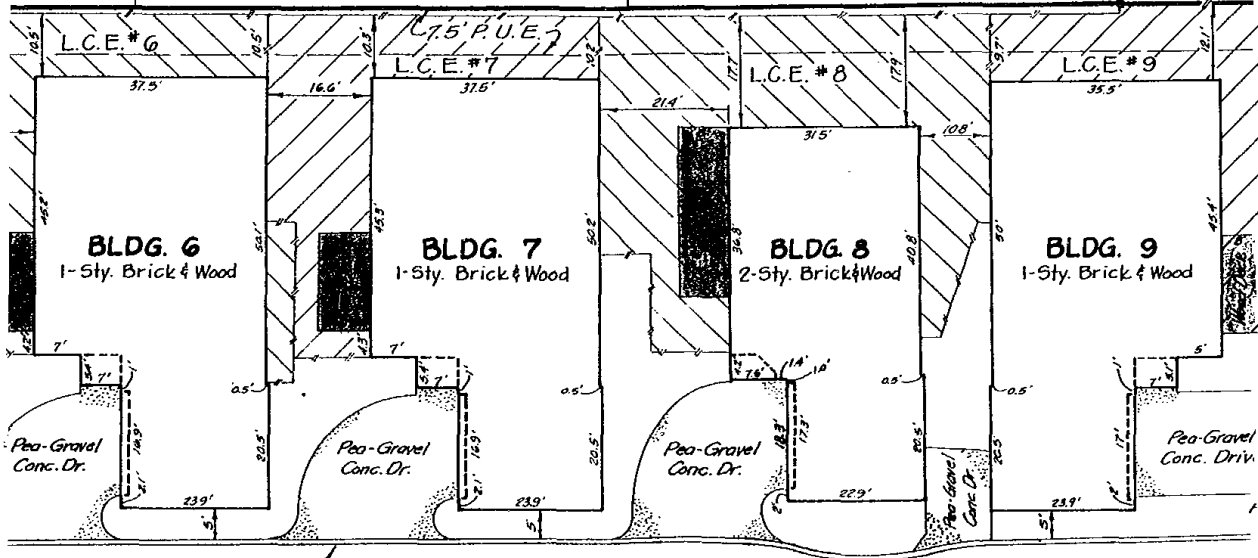
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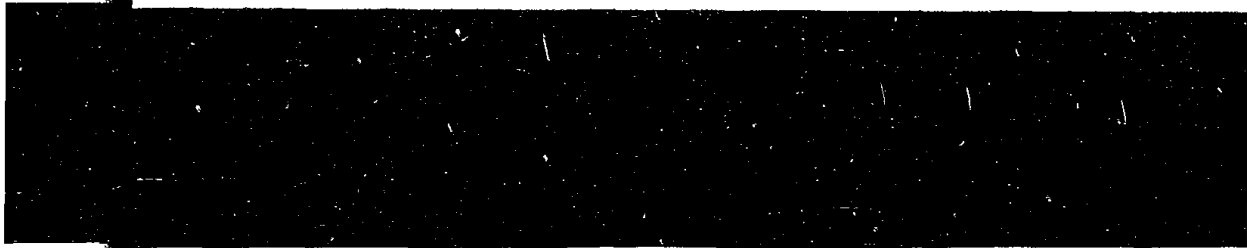
Asphalt Paving

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Flat Concrete Curb

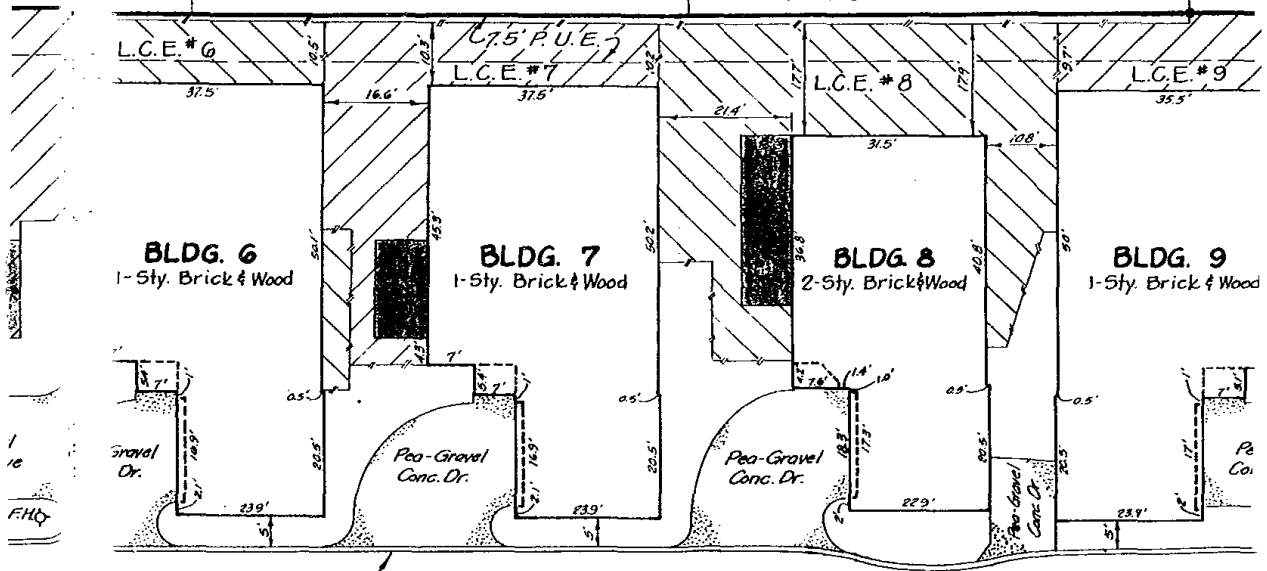




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Bk 7

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Asphalt Paving

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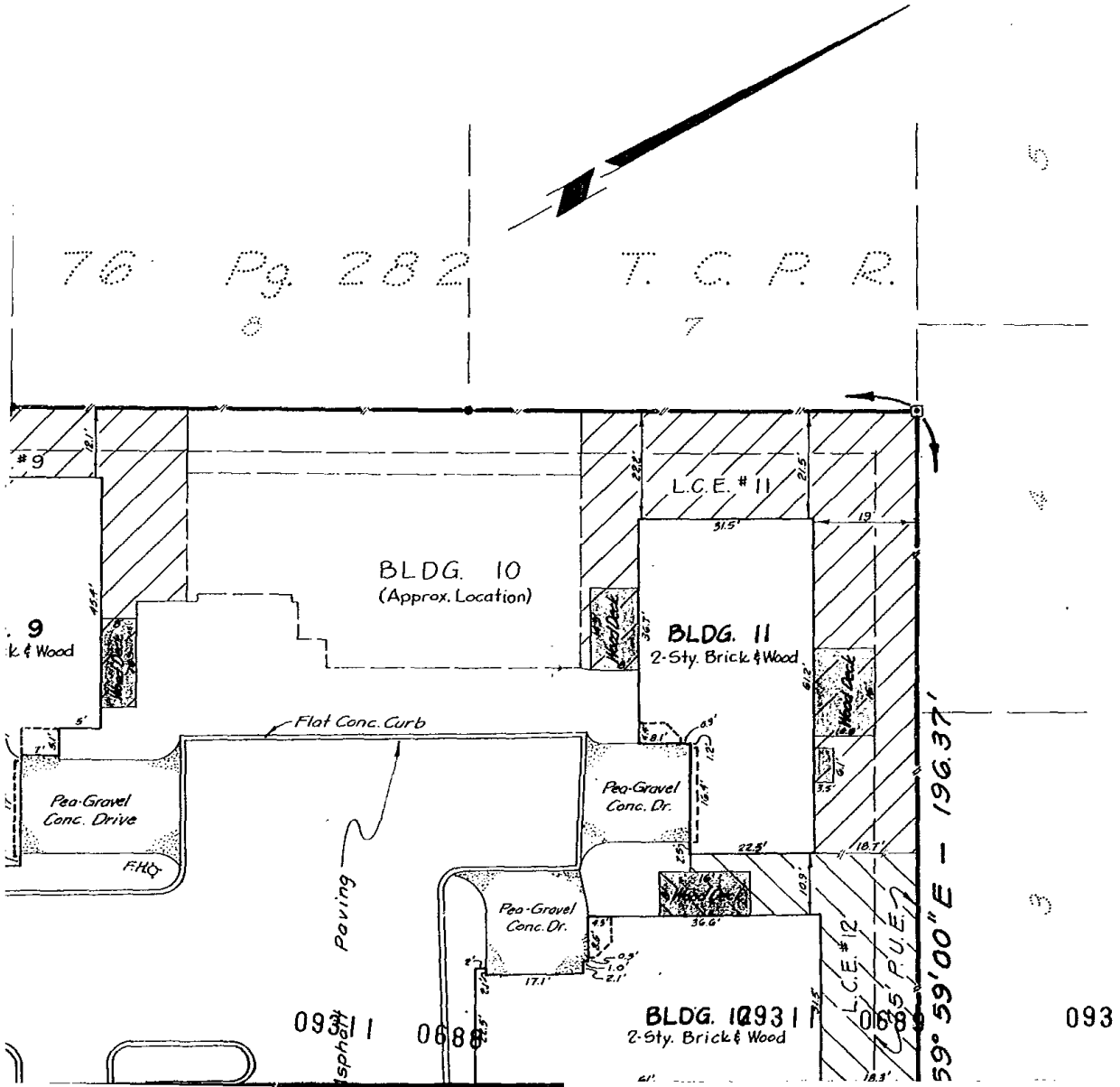
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Flat Concrete Curb



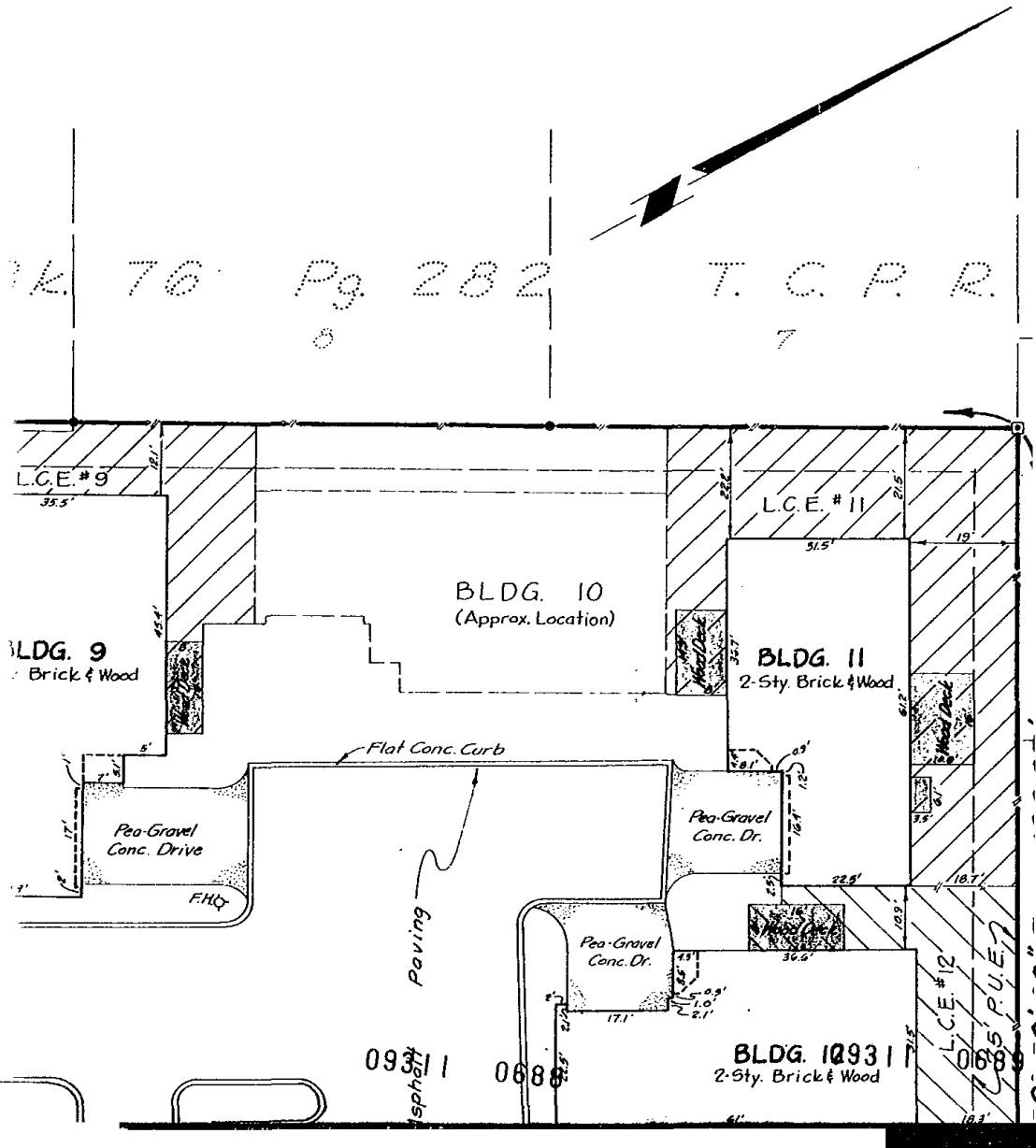


This survey was made without benefit of matters that would be shown on a title commitment. This survey matters of record shown on the recorded subdivision. Any other easements, building lines, dedications or restrictions that may affect this tract are not shown.



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 this tract are not shown hereon.

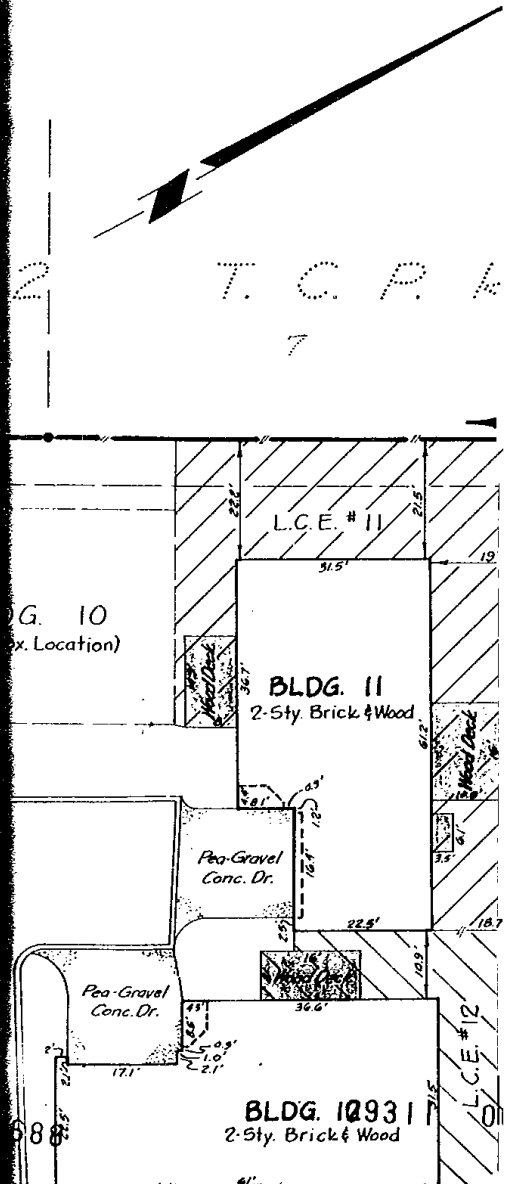
FIELD BK. NO.		SIGNET	DATE
NO.	REVISIONS		

ALL IMPROVEMENTS MADE  
 GROVE SUBD. AS RECORDED  
 OF THE TRAVIS COUNTY

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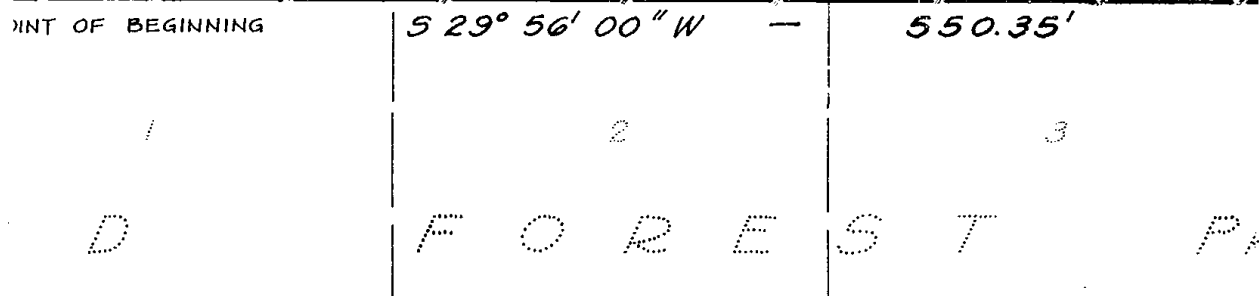
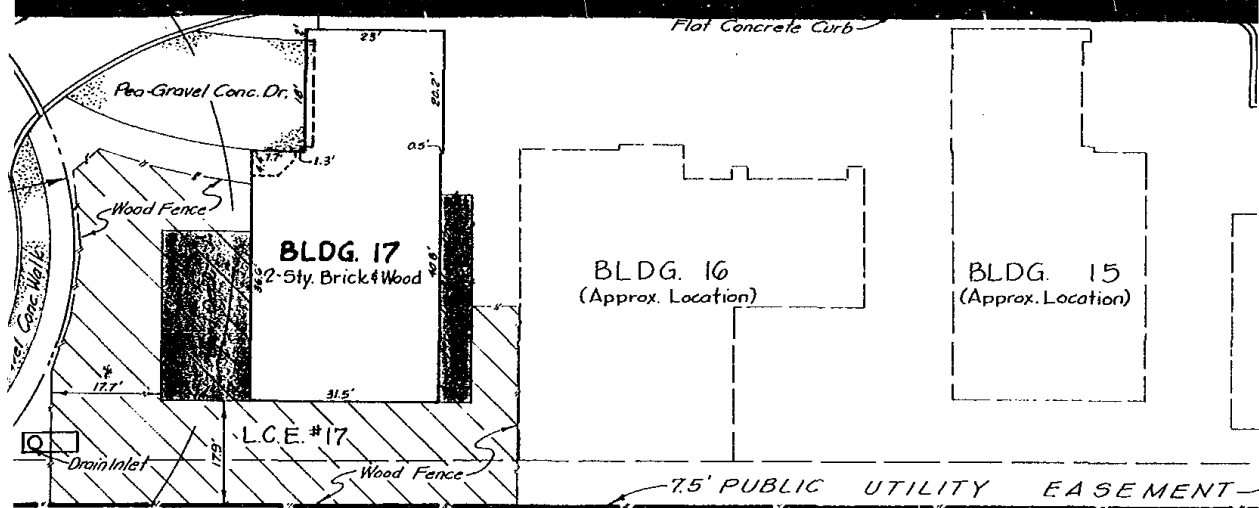
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**FIELD NOTES**

FIELD NOTES FOR MESA GROVE SUBDIVISION, BEING AS RECORDED IN PLAT BOOK 85, PAGE 28B OF RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a steel pin found on the northerly R.O.W. of the easterly line of said Mesa Grove Subdivision;

THENCE continuing along the easterly line of said Mesa Grove Subdivision, S29°56'00"W, a distance of 50.00 feet to the R.O.W. of Terrina Street;

THENCE S29°56'00"W, a distance of 127.80 feet to a 4 x 4 wood fence post;

THENCE N59°32'00"W, a distance of 196.38 feet to a 4 x 4 wood fence post;

THENCE N29°56'00"E, a distance of 548.81 feet to a concrete curb;

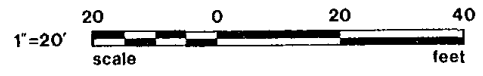
THENCE S59°59'00"E, a distance of 196.37 feet to a concrete curb;

THENCE S29°56'00"W, a distance of 372.55 feet to the Point of Beginning, containing 2.48 acres more or less.

**LEGEND**

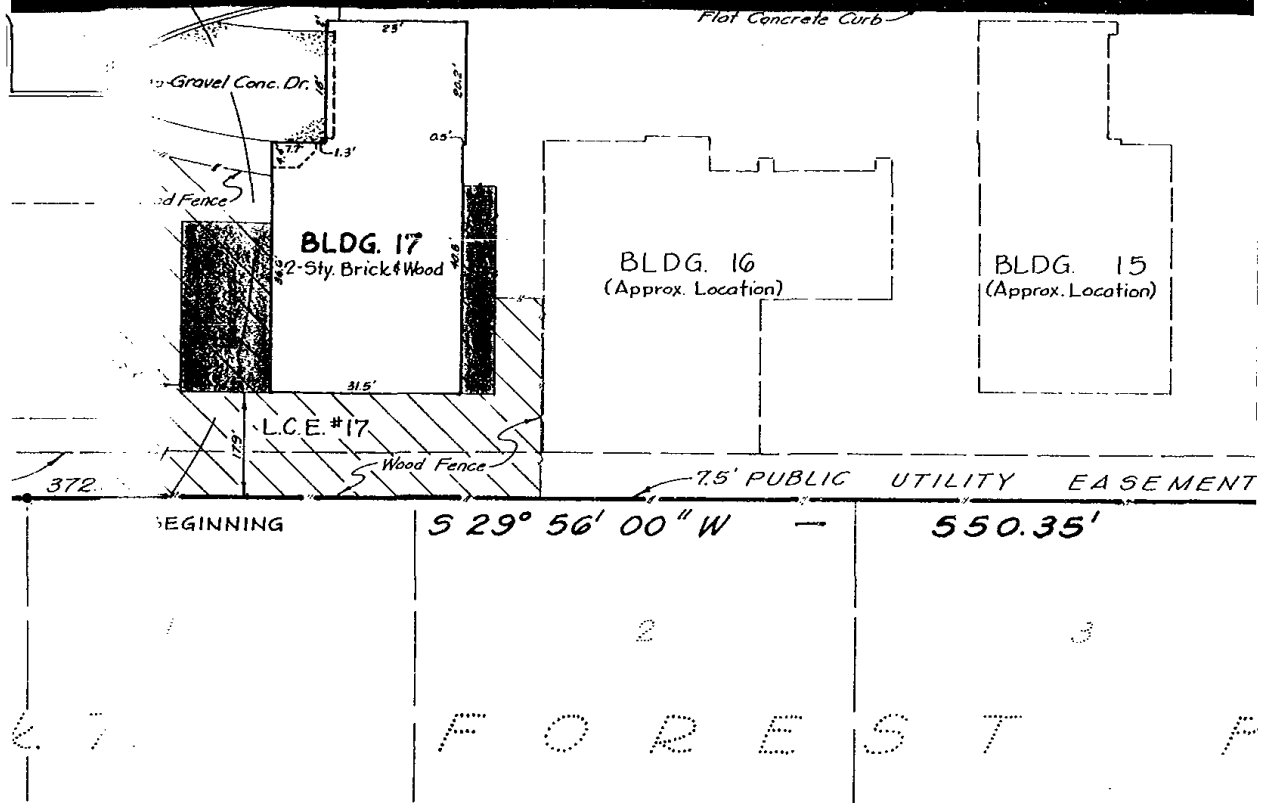
- W.M. Water Meter
  - ◇ F.H. Fire Hydrant
  - ⊗ W.V. Water Valve
  - |—|—| Wood Privacy Fence
  - ▨ L.C.E. Limited Common Element (To Building Indicated)
  - Found Steel Pin Set In Concrete
  - Found Steel Pin
  - 4"X4" Wood Fence Post
- Top of North Terrina Street Approx. East Property Line 85.66'

**GRAPHIC SCALE**



09311 0693

09311 0694



372.55' BEGINNING S 29° 56' 00" W 550.35'

1 2 3

4.7' F O R E S T 4.7'

**FIELD NOTES**

A 2.48 AC  
 THE TR  
 BY METI

of Terrina  
 Approx.  
 Line

esa Grove  
 steel pin

4 fence po

4 fence po

rete monum

rete monum

POINT OP

**LEGEND**

- W.M. Water Meter
- ◊ F.H. Fire Hydrant
- W.V. Water Valve
- |—|—| Wood Privacy Fence
- ▨ L.C.E. Limited Common Element (To Building Indicated)
- ◻ Found Steel Pin Set in Concrete
- Found Steel Pin
- 4"X4" Wood Fence Post

FIELD NOTES FOR MESA GROVE SUBDIVISION, BEIN AS RECORDED IN PLAT BOOK 85, PAGE 28B O RECORDS, BEING MORE PARTICULARLY DESCRIBE FOLLOWS:

BEGINNING at a steel pin found on the northerly R.O.W. the easterly line of said Mesa Grove Subdivision;

THENCE continuing along the easterly line of said Terrina Street, S29°56'00"W, a distance of 50.00 feet to R.O.W. of Terrina Street;

THENCE S29°56'00"W, a distance of 127.80 feet to a 4

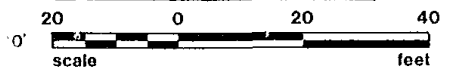
THENCE N59°32'00"W, a distance of 196.38 feet to a 4

THENCE N29°56'00"E, a distance of 548.81 feet to a co

THENCE S59°59'00"E, a distance of 196.37 feet to a co

THENCE S29°56'00"W, a distance of 372.55 feet to the 2.48 acres more or less.

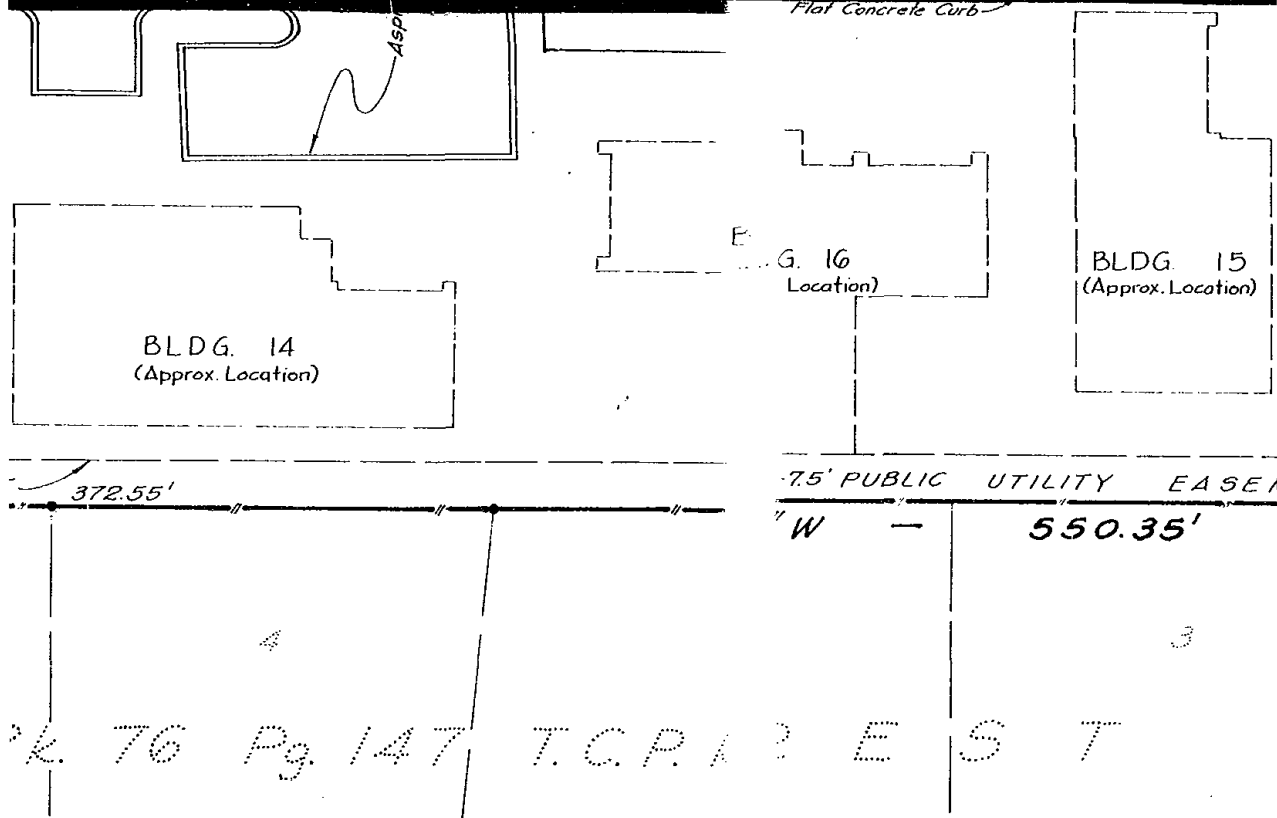
**GRAPHIC SCALE**



093

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FIELD NOTES

PLAT A 2.48 ACRE TRACT OF LAND  
 OF THE TRAVIS COUNTY DEED  
 RECORDED BY METES AND BOUNDS AS

of Terrina Street, same being on

Mesa Grove Subdivision, crossing  
 at a steel pin found on the southerly

x 4 fence post found;

x 4 fence post found;

concrete monument found;

concrete monument found;

POINT OF BEGINNING, containing

"I, the undersigned, do hereby certify that the ground of the property legally described herein contains no visible discrepancies, conflicts, encroachments, overlaps, or other irregularities, except as shown on the sketch, and that the same is a correct and accurate representation of the same as shown on the sketch.

FLOOD PLAIN NOTE: I hereby certify that the property is not within a special flood hazard area as shown on the Flood Insurance Rate Map, Administration, Department of Housing and Urban Development.

*Tom Velle*  
 REGISTERED PUBLIC SURVEYOR NO. 43

FIELD NOTES FOR MESA GROVE SUBDIVISION AS RECORDED IN PLAT BOOK 85, PAGE 100, RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a steel pin found on the northern line of said Mesa Grove Subdivision

THENCE continuing along the easterly line of said Terrina Street, S29°56'00"W, a distance of 50.0 feet to the R.O.W. of Terrina Street;

THENCE S29°56'00"W, a distance of 127.80 feet

THENCE N59°32'00"W, a distance of 196.38 feet

THENCE N29°56'00"E, a distance of 548.81 feet

THENCE S59°59'00"E, a distance of 196.37 feet

THENCE S29°56'00"W, a distance of 372.55 feet to a steel pin found on the southerly line of said Mesa Grove Subdivision, containing 2.48 acres more or less.

**EXH**

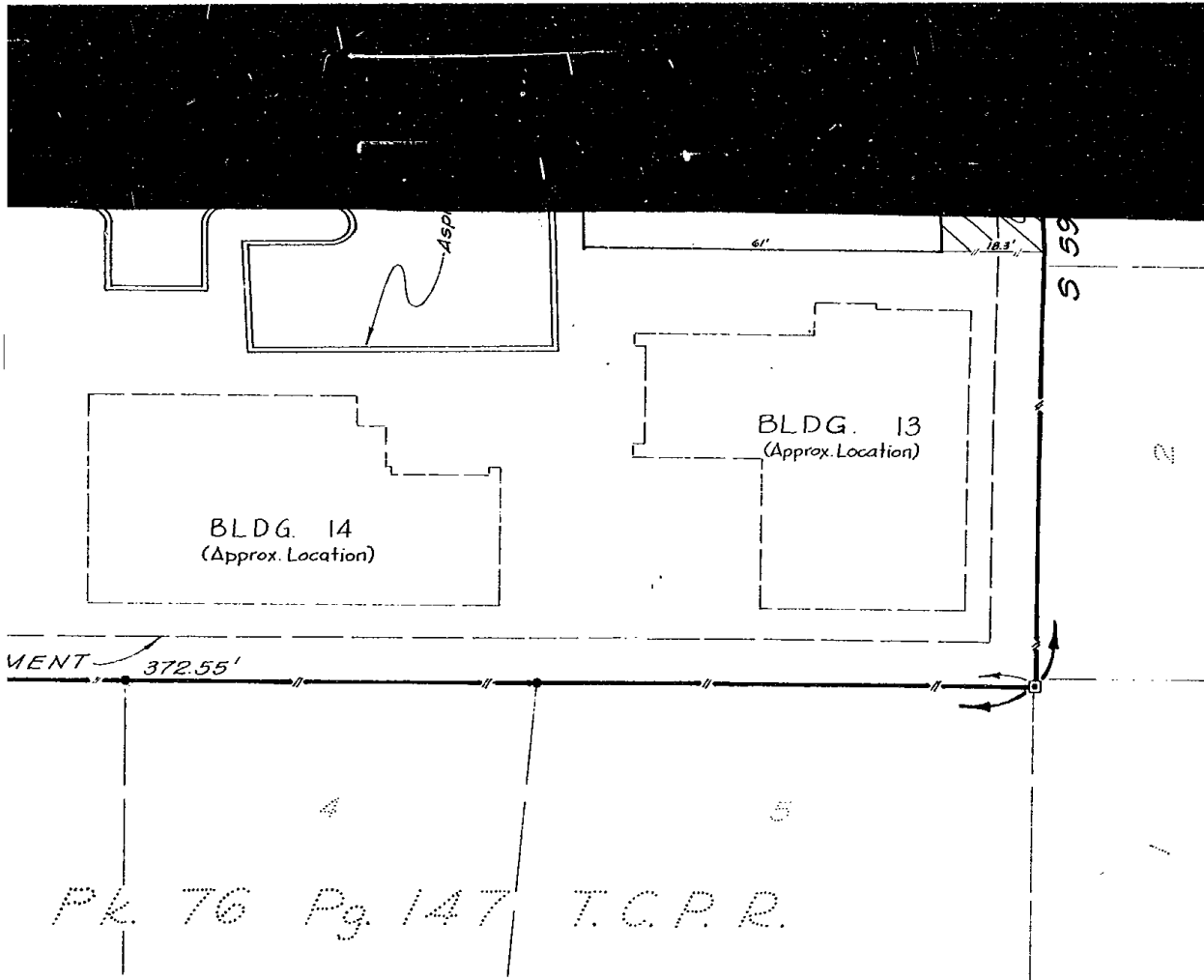
**NORTH PARK**

09311

0695

09311

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**NOTES**

ON, BEING A 2.48 ACRE TRACT OF LAND  
28B OF THE TRAVIS COUNTY DEED  
DESCRIBED BY METES AND BOUNDS AS

erly R.O.W. of Terrina Street, same being on  
m;

of said Mesa Grove Subdivision, crossing  
10 feet to a steel pin found on the southerly

it to a 4 x 4 fence post found;

it to a 4 x 4 fence post found;

it to a concrete monument found;

it to a concrete monument found;

et to the POINT OF BEGINNING, containing

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

FLOOD PLAIN NOTE: I hereby certify that the property described hereon is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development.

*Sam O'Neil*  
REGISTERED PUBLIC SURVEYOR NO. 4324      8/9/85  
DATE

**EXHIBIT "A"**

**NORTH PARK PATIO HOM**

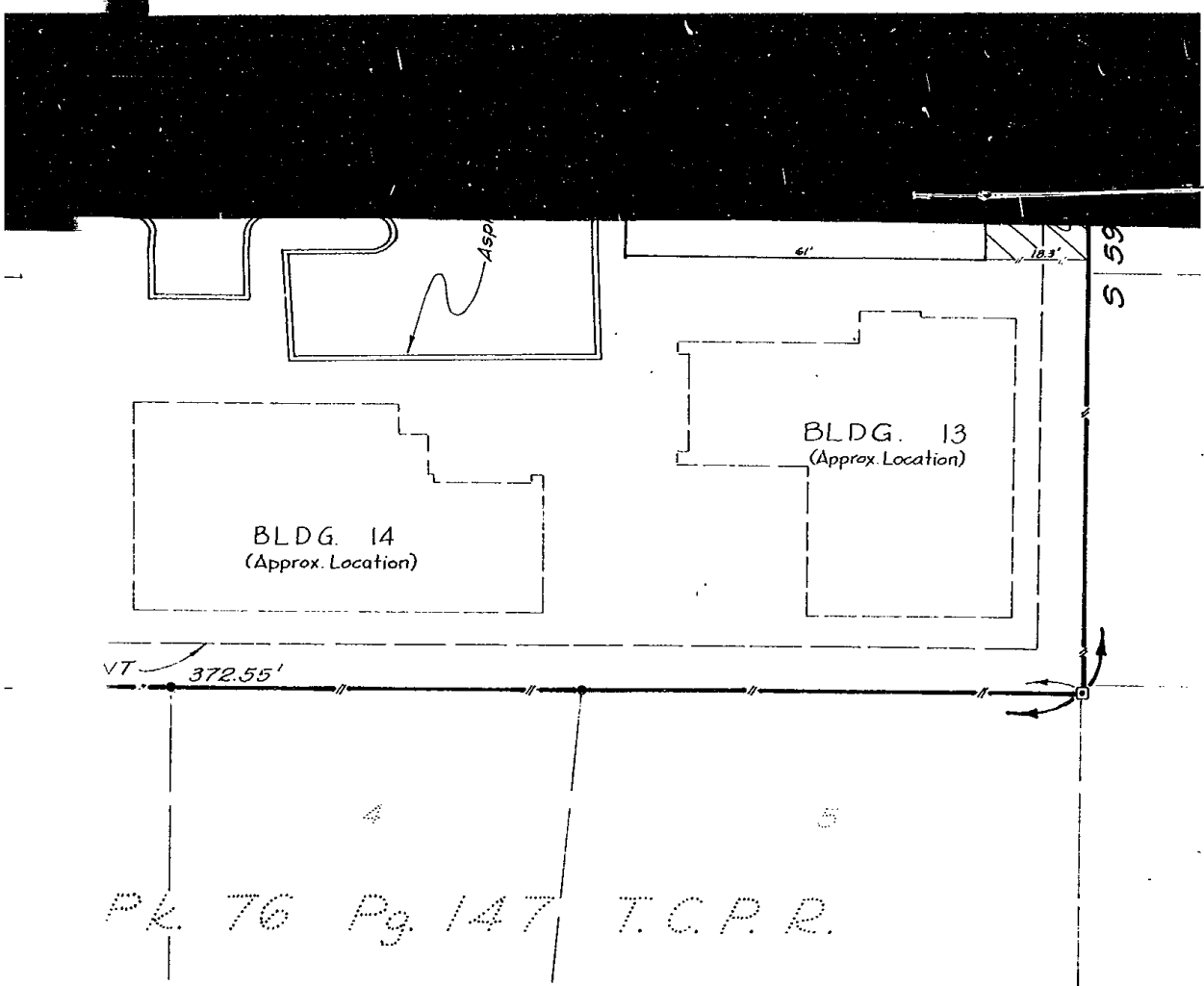
09311

0695

09311

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BEING A 2.48 ACRE TRACT OF LAND  
OF THE TRAVIS COUNTY DEED  
RECORDED BY METES AND BOUNDS AS

shown on the O.W. of Terrina Street, same being on

the south side of Mesa Grove Subdivision, crossing  
Terrina Street to a steel pin found on the southerly

corner of a 4 x 4 fence post found;

the corner of a 4 x 4 fence post found;

the corner of a concrete monument found;

the corner of a concrete monument found;

the corner of the POINT OF BEGINNING, containing

"I, the undersigned, do hereby certify that a survey was this day made of  
the ground of the property legally described hereon and is correct; that there  
are no visible discrepancies, conflicts, shortages in area, boundary  
conflicts, encroachments, overlapping of improvements, easements or rights  
of way, except as shown on the sketch hereon; and that the survey is a  
correct and accurate representation of the property described above."

FLOOD PLAIN NOTE: I hereby certify that the property described hereon is  
not within a special flood hazard area as identified by the Federal Insurance  
Administration, Department of Housing and Urban Development.

Ann V. Calkins 8/19/85  
REGISTERED PUBLIC SURVEYOR NO. 4324 DATE

EXHIBIT "A"

ME

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0695

NORTH

PARK PATIO

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0696

OMES 09311

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CANYON ENGINEERING INC.

1000 WEST LAKE HIGH DRIVE

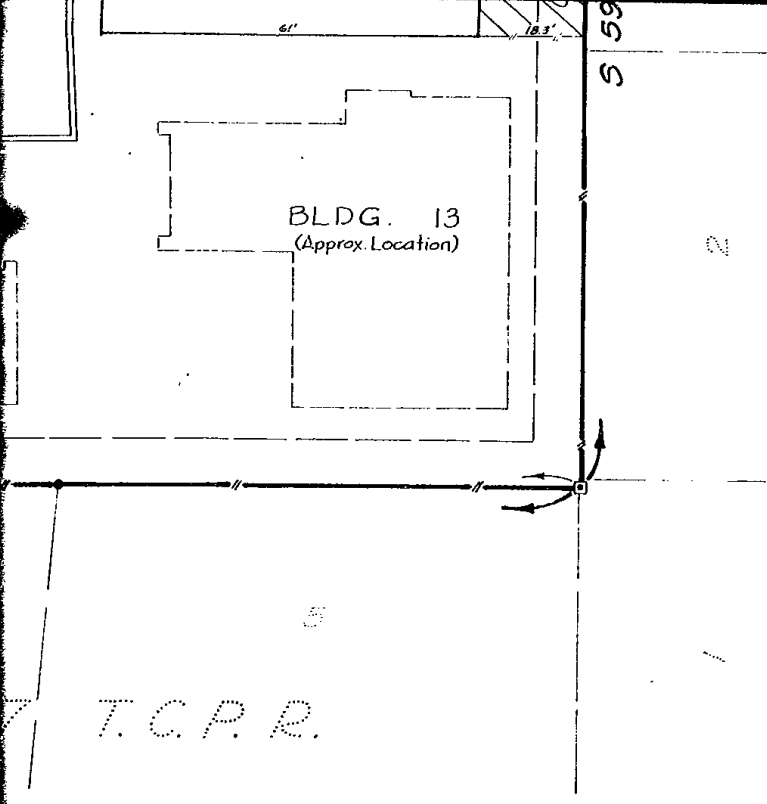
BUILDING 5-A

AUSTIN, TEXAS 78746

512-327-4022

SURVEY PLAT SHOW  
TO LOT 'A' IN MESA  
IN VOL. 85 PG. 92B O  
PLAT RECORDS

JOB NO. 69-11



SURVEY PLAT SHOWING  
 TO LOT 'A' IN MESA  
 IN VOL. 85 PG. 92B OF  
 PLAT RECORDS

CANYON ENGINEERING INC.  
 1000 WEST LAKE HIGH DRIVE  
 BUILDING 5-A  
 AUSTIN, TEXAS 78746  
 512.207.4000

The undersigned, do hereby certify that a survey was this day made on the  
 and of the property legally described hereon and is correct; that there are  
 visible discrepancies, conflicts, shortages in area, boundary line  
 errors, encroachments, overlapping of improvements, easements or rights-of-  
 way except as shown on the sketch hereon; and that the survey is a true,  
 correct and accurate representation of the property described above."

A PLAIN NOTE: I hereby certify that the property described hereon is not  
 in a special flood hazard area as identified by the Federal Insurance  
 Administration, Department of Housing and Urban Development.

\_\_\_\_\_ *Sam C. [Signature]* \_\_\_\_\_ 8/19/85  
 REGISTERED PUBLIC SURVEYOR NO. 4324 DATE

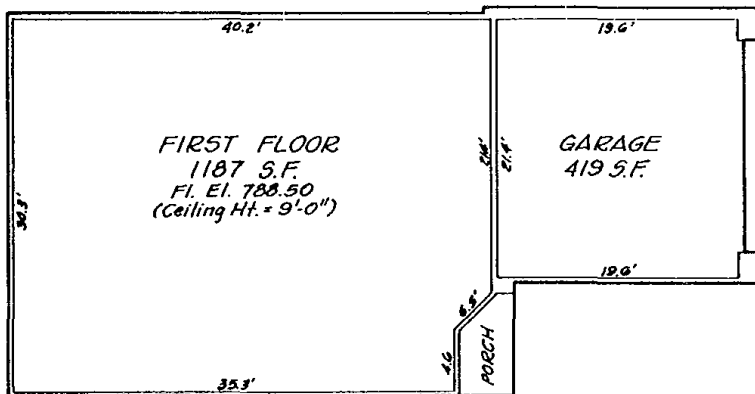
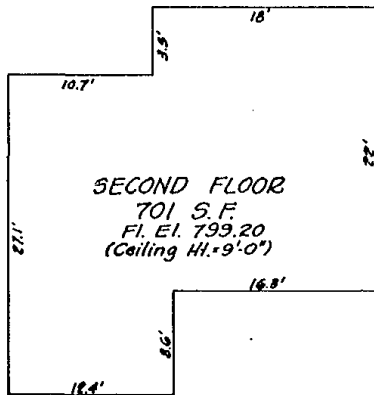
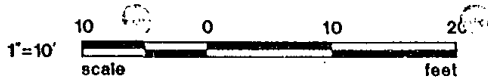
EXHIBIT "A"  
 H PARK PATIO HOMES 09311 0696 09311 0697



UNCLASSIFIED

DATE

7704.171.71



TOTAL SQUARE FOOTAGE FOR BLDG. 1 IS 2307<sup>#</sup>  
 NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

09311  
 0698

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

*Thomas P. ...*  
 REGISTERED PUBLIC SURVEYOR NO. 4324

8/12/85  
 DATE

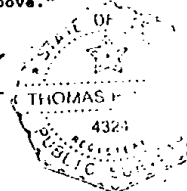
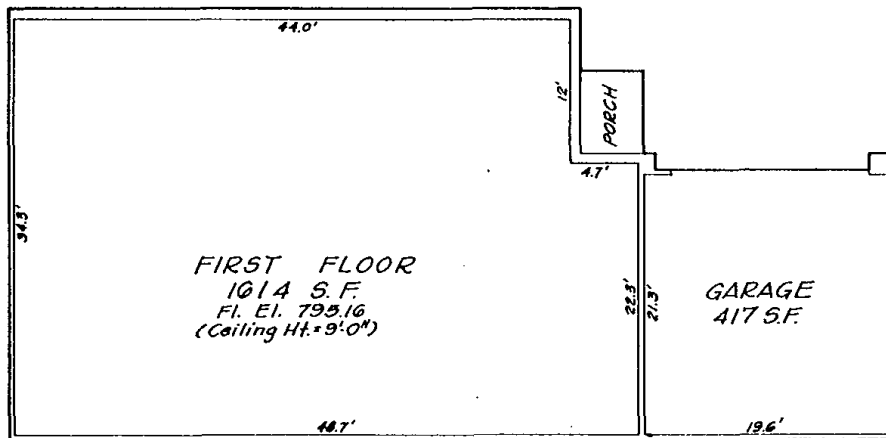


EXHIBIT "B"

CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746	NORTH PARK PATIO HOMES	BLDG. 1
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TOTAL SQUARE FOOTAGE FOR BLDG. 3 IS 2031  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

09311  
6690

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

*Thomas P. Dixon*

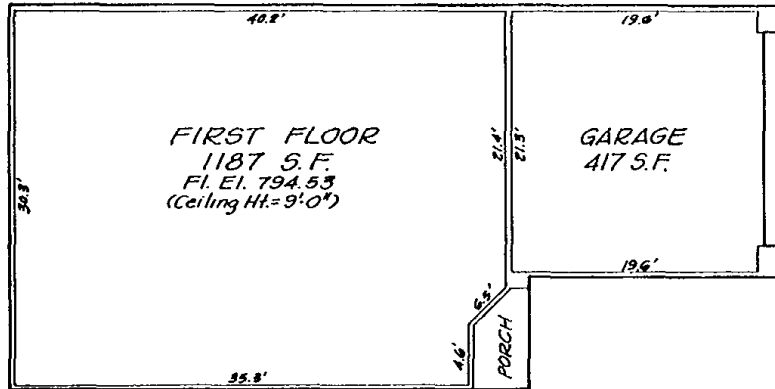
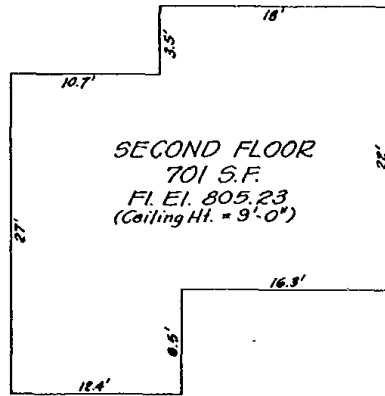
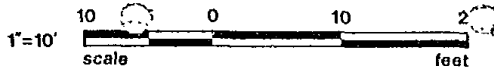
REGISTERED PUBLIC SURVEYOR NO. 4324

8/12/85  
DATE



EXHIBIT "C"

<p>CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746</p>	<p>NORTH PARK PATIO HOMES</p>	<p>BLDG. 3</p>
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**TOTAL SQUARE FOOTAGE FOR BLDG. 4 IS 2305**  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

09311 0789

*Tom Dike*

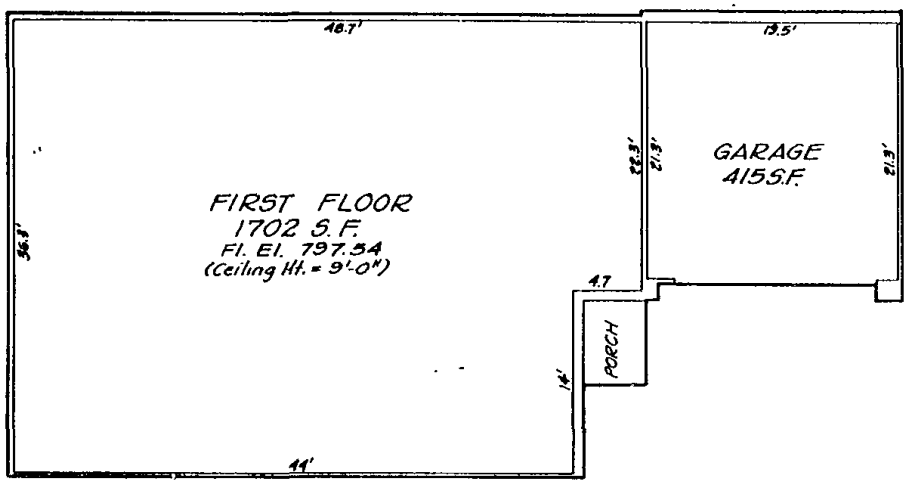
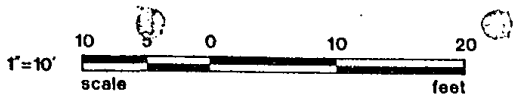
REGISTERED PUBLIC SURVEYOR NO. 4324

8/12/85  
DATE



EXHIBIT "D"

<p>CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746</p>	<p>NORTH PARK PATIO HOMES</p>	<p><b>BLDG. 4</b></p>
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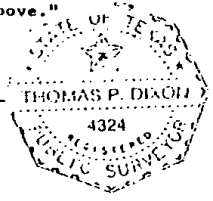
**TOTAL SQUARE FOOTAGE FOR BLDG. 6 IS 2117**  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

09311 0701

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

*Tom Dixon*  
REGISTERED PUBLIC SURVEYOR NO. 4324

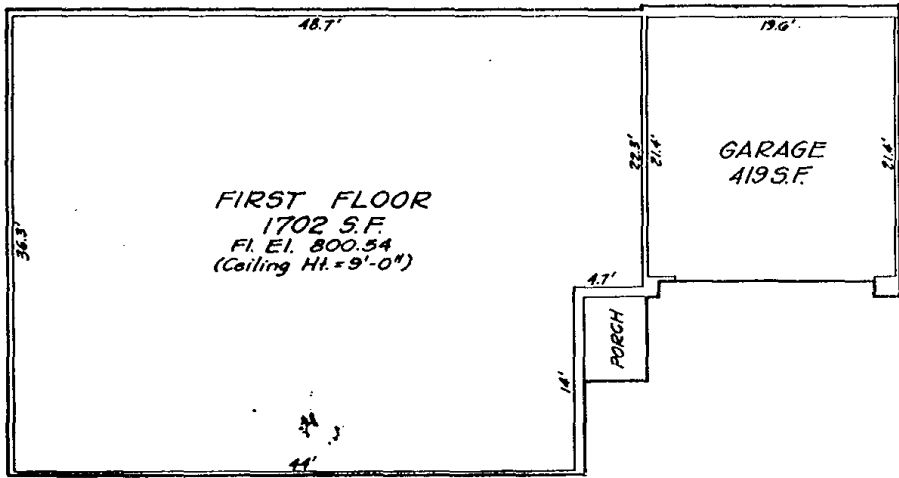
8/12/85  
DATE



**EXHIBIT "E"**

<b>CANYON ENGINEERING INC.</b> <b>1000 WESTLAKE HIGH DR.</b> <b>AUSTIN, TEXAS 78746</b>	<b>NORTH PARK</b> <b>PATIO HOMES</b>	<b>BLDG. 6</b>
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**TOTAL SQUARE FOOTAGE FOR BLDG. 7 IS 2121**  
 NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

09311 0782

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

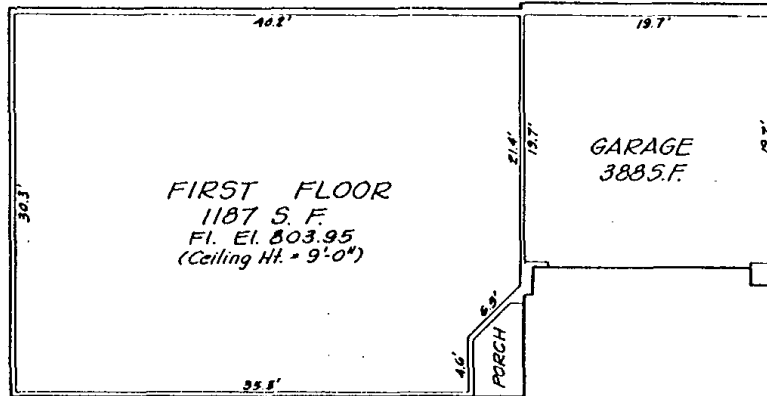
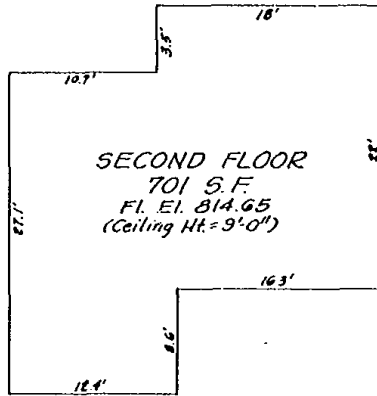
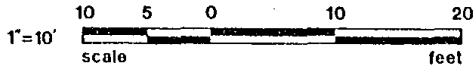
*Tom Dixon*  
 REGISTERED PUBLIC SURVEYOR NO. 4324

8/10/85  
 DATE



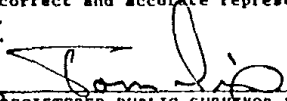
EXHIBIT "F"

CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746.	NORTH PARK PATIO HOMES	<b>BLDG. 7</b>
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TOTAL SQUARE FOOTAGE FOR BLDG. 8 IS 2276  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

  
 REGISTERED PUBLIC SURVEYOR NO. 4324  
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 11

8/12/85  
DATE

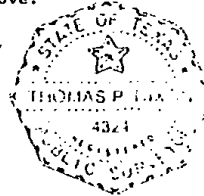
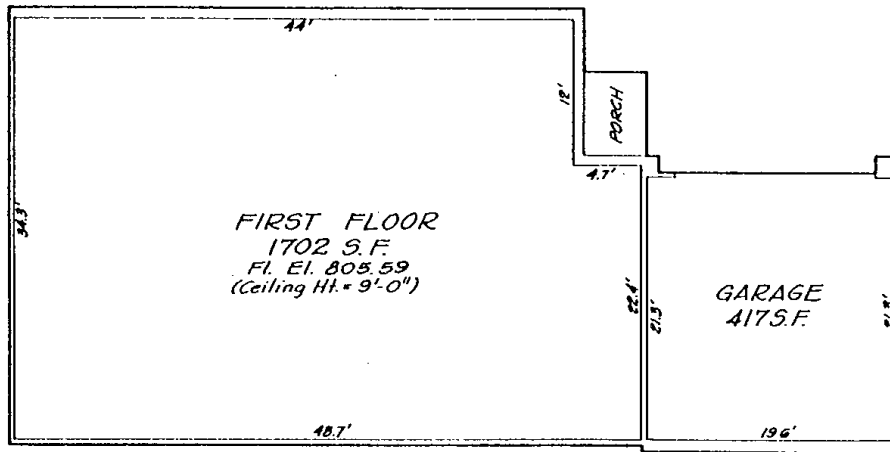


EXHIBIT "G"

CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746	NORTH PARK PATIO HOMES	<b>BLDG. 8</b>
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TOTAL SQUARE FOOTAGE FOR BLDG. 9 IS 2119  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

09311 0704  
"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

*Thomas P. Dixon*  
REGISTERED PUBLIC SURVEYOR NO. 4324

8/12/85  
DATE

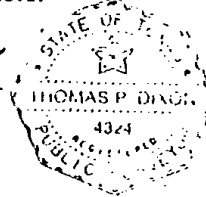
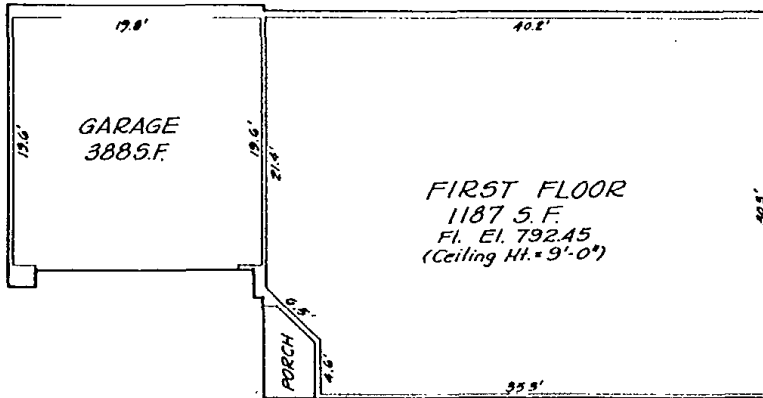
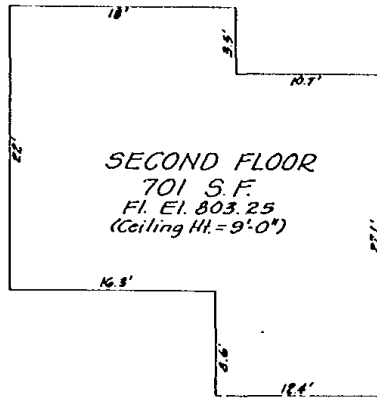


EXHIBIT "H"

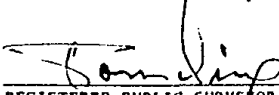
CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746	NORTH PARK PATIO HOMES.	<b>BLDG. 9</b>
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TOTAL SQUARE FOOTAGE FOR BLDG. 17 IS 2276  
NOTE: For Building Location & Exterior Dimensions See EXHIBIT "A"

093110705

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

  
REGISTERED PUBLIC SURVEYOR NO. 4324

8/12/85  
DATE



EXHIBIT "I"

CANYON ENGINEERING INC. 1000 WESTLAKE HIGH DR. AUSTIN, TEXAS 78746	NORTH PARK PATIO HOMES	BLDG. 17
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FILED

AUG 16 2 01 PM '85

*Debra Stapp*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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

AUG 16 1985



*Debra Stapp*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT OF THIS INSTRUMENT WAS  
NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

A-5070 11360

Return to:  
*Stearns & Co*  
*505 Barton Springs*  
*Manhattan*