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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTOVER VILLA

(Travis County, Texas)

REAL PROPERTY RECORDS
Travis County, Texas

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FOR
WESTOVER VILLA

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTOVER VILLA

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by BAILEY BUILDERS, INC., hereinafter referred to as "Declarant", and H.C. CARTER, JR., JOAN CARTER, LINDA M. CONNALLY, JOAN M. QUILAN, NANCY J. FASOLINO, ROBERT G.W. GIRLING, III, BETTIE J. GIRLING, ROBERT G.W. GIRLING, IV, WALTER E. WARD, KAY JUSTIN WARD, VENETIA R. BASS, NETA BROOKS BERRY, HAROLD K. DUDLEY, JR., MILTON L. FEGENBUSH, JR., JAMES F. RAY, KATHERINE S. BENNETT, MARSHA MARIE VAIL, RALPH K. POND, JR., BOBBIE MAE MATTHEWS, TOM J. HOFFMAN, TINA M. HOFFMAN, MARTY HUGHES, III, ARTHUR M. TOLSON, JR., JOAN Y. TOLSON, JANE KATHRYN JOHNSON, DENNIS J. KAVANAGH, JOHN C. SCURLOCK, JOHN D. HUDSON, MARTHA S. HUDSON, RAYMOND PREWITT, JOAN RICE PREWITT, SHELLA S. PLOTSKY, ELISSA A. PLOTSKY, and ROBERT L. DOBBS, hereinafter referred to as "Lot Declarants",

WITNESSETH:

WHEREAS, Declarant and Lot Declarants are the Owners of certain property in the County of Travis, State of Texas, known as WESTOVER VILLA and which is more particularly described on the attached Exhibit "A".

NOW THEREFORE, Declarant and Lot Declarants hereby declare that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to WESTOVER VILLA TOWN HOUSE COUNCIL, INC., its successors and assigns.

1.2 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, street, pipes, wires, conduits and other public utility lines situated thereon. The Common Area is more particularly described as follows: The Common Area shall mean and refer to all of the Property save and except the forty-four (44) numbered Lots or plots shown on the recorded subdivision Maps or Plats of the Property hereinbefore described on which there is, or will be, constructed a single-family Townhouse.

1.3 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Premises and selling the Townhouses, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots.

1.4 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Townhouse in the development.

1.5 LOT. "Lot" shall mean and refer to those forty-four (44) certain tracts or parcels of land within the existing Property and more particularly shown in Exhibit "B" hereto (which does not include the Common Area) on which there is or will be constructed a single-family Townhouse which is to be individually and separately owned. Declarant shall be the Owner of all of said Lots SAVE AND EXCEPT only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

1.6 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.7 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who

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acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.8 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described.

1.9 TOWNHOUSE OR TOWNHOME. "Townhouse" or "Townhome" shall mean a single-family residential Unit constructed on a Lot.

ARTICLE II

PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility upon the Common Area;

b. the right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class of Members entitled to vote is properly recorded, in the Deed Records of Travis County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of said action;

d. the right of the Association to limit the number of guests of Members;

e. the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving

the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

f. the right of the Association to designate excess parking as "guest" parking for the exclusive use of bona fide guests of Owners; and

g. the right of the Association to make rules and regulations relating to traffic flow on street parking and other uses of the streets and drives on the Property.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictions, rules and regulations applicable to the Property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

2.4 PARKING RIGHTS. Each Lot will have appurtenant to it parking facilities for at least one (1) automobile.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership

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shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosure, shall be a Member of the Association.

3.2 VOTING RIGHTS. The Association shall have one (1) class of voting membership. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.3 NO CUMULATIVE VOTING. At all meetings of the Owners Association there shall be no cumulative voting.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant and Lot Declarants, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof and of the Townhomes

situated thereon. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and exterior maintenance of the Lots or Townhomes, as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, costs incurred in any condemnation hearing, as provided in Paragraph 10.8, and any fees for management services; and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, swimming pool and equipment, gazebo, roofs and exterior walls and fences of the Townhomes, carports and/or garages, garbage pickup areas, water and sewage service furnished to Townhomes by the Association, street maintenance and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ per Lot.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred and twenty percent (120%) of the budget of the preceding year.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set above one hundred and twenty percent (120%) only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Association.

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the

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purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Association.

4.5 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4.3 and 4.4 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of two-thirds (2/3) of the Owners.

4.6 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 4.7 hereof.

4.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

a. The annual assessments on the Lots shall commence on the first day of the month following the conveyance of the Common Area to the Association.

a. As to each Lot owned by an Owner, the annual assessment shall commence on the date that such Lot is conveyed to that Owner.

b. The annual assessment shall be due and payable in advance by each Owner to the Association in monthly installments.

c. The annual assessment for the first assessment year shall be fixed by the Association. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such

adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made to the Association at its principal place of business in Travis County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Declarant) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Townhome.

b. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Subparagraph "c" of this Paragraph 4.8, foreclose the lien against the Lot, as provided in Subparagraph "d" of this Paragraph 4.8. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is

obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosing against such Owner or the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of a common assessment and special assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Travis County; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

d. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said Article 3810, in connection with the assessment lien. The Association, through duly authorized agents, shall have the

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power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

e. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

f. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

g. The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all Lot Owners. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.10 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be

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exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.11 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days' written notice. Such termination will be authorized by a majority vote of Members of the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast sixty-seven percent (67%) of the votes of the Association and First Mortgagees which have mortgages on Lots holding fifty-one percent (51%) of the votes of the Association.

4.12 INSURANCE REQUIREMENTS.

a. Each Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage on his Townhouse by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas in an amount equal to the replacement costs of the Townhouse, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. In the event of damage or destruction of a Townhouse, the Owner thereof shall repair or rebuild such Townhouse to its former condition. In the event said Owner fails or refuses to do so, the Association is hereby

authorized to undertake to rebuild or repair the Townhouse and assess said Owner for the cost of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a maintenance assessment as herein provided. Should an Owner fail to provide adequate proof of insurance, the Association shall have the authority to purchase such coverage, as herein described, and premiums for any insurance obtained by the Association on individual Townhouses shall not be a part of the Common Expense but shall be a debt owed by the Owner of said Townhouse and shall become part of the assessments payable by said Owner and collectible as such as herein provided.

b. The Association through the Board of Directors, or its duly authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents:

(1) property insurance in an amount equal to the full replacement value of the common facilities owned by the Owners Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use;

(2) a comprehensive policy of public liability insurance covering all of the Common Area located in the Project insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars [\$1,000,000] covering all claims for personal injury and/or property damage arising out of a single

occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(3) a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

c. Premiums for all such insurance authorized by Subparagraph 4.12b shall be a Common Expense payable from property assessments. Liability and personal property insurance for Lots and the contents of Townhouses shall be the responsibility of and the expense of each individual Owner. In the event of damage or destruction by fire or other casualty to any property in the Common Area covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the condition formerly existing, the Board of Directors shall levy a special assessment against all Owners, as herein provided, to make up any deficiency.

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d. Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

e. Any decision to not maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of two-thirds (2/3) of the First Mortgagees (based upon one vote for each mortgage owned).

ARTICLE V

ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, or the patio or carport used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

ARTICLE VI

MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces, enclosed patio areas,

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window and door fixtures and hardware, air conditioning equipment and Owner landscaping.

6.2 OWNER RESPONSIBILITY. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

6.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 6.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the party wall is on one (1) Lot or another due to an error in construction, such wall shall, nevertheless, be deemed to be on the dividing line and constitute a party wall for purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Townhouse Lots for the maintenance, repair and reconstruction of party walls.

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7.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall, they shall contribute to the cost of any restoration necessary in proportion to such use. This provision is not intended to prejudice the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

7.4 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.5 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator. Those arbitrators shall in turn choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. Except for Common Area facilities, the Property is hereby restricted to residential dwellings for residential use only. The Common Areas shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational or storage facilities which are a part of the Common Area. All Buildings or structures erected upon said Property, except for the Common Areas, shall be of new construction. No Buildings or structures shall be moved from other locations onto said Property, and no subsequent Buildings or structures other than Townhouses shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

8.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

8.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses. This shall include, but shall not be limited to, a business office, storage area, construction yards, model Units and sales office.

8.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8.5 SIGNS. No advertising signs (except not more than one [1] five [5] square foot "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings, if any, of Declarant, its agents and assigns during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

8.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Townhouses and streets. All

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rubbish, trash and garbage shall be kept in containers within the area provided with each Townhouse and designated by the Association for collection purposes.

8.7 SPECIFIC USES. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said Property, except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots in the WESTOVER VILLA Development, and is necessary for the protection of said Owners.

8.8 STRUCTURAL INTEGRITY OF TOWNHOUSES. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

8.9 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system.

8.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

8.11 ANNOYANCE. No activity shall be carried on upon any Lot or Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

8.12 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

9.1 ENCROACHMENTS. Each Townhouse and the Property included in the Common Area shall be subject to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists. In the event a multi-family structure containing two (2) or more Townhouse Units is partially or totally destroyed and then rebuilt, the Owners of the Townhouses so affected agree that minor encroachments onto parts of the adjacent Townhouse Units or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 RESERVATION OF VARIANCE. In the original construction of Townhomes upon the Property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front or back walls of Townhomes into adjoining Common Areas and create a valid permanent easement for the maintenance of same, and for the repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof. Conveyance of the Lot, plot or tract upon which any such home is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

9.3 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electric and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the streets, Common Areas and Lots in the

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performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets, Common Area, and Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Townhouse to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right during the Construction and Sale Period to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said Premises.

9.4 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all residential Townhouses on the aforesaid Lots and to the facilities to be constructed on the Common Areas, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to each Townhouse and the Common Area facility shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

10.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

10.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than eighty percent (80%) of the Lots now in the Development and thereafter by an instrument signed by Owners of not less than sixty-seven percent (67%) of the Lots now in the Development. Any amendment must be properly recorded in the Deed Records of Travis County, Texas.

b. However, notwithstanding the above, any amendment hereto or to the By-Laws or to the Articles of Incorporation hereof (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior maintenance of the Lots and improvements thereon, the maintenance of Common Areas or the upkeep of lawns and plantings, or (iii) to use hazard insurance proceeds for losses to the Common Areas for other

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than the repair, replacement or reconstruction of that Common Area have the additional approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

c. Any amendment affecting any of the following must have the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):

- (1) Voting;
- (2) Reserves for maintenance, repair and replacement of the project;
- (3) Insurance or fidelity bonds;
- (4) Rights to use of the Common Area;
- (5) Responsibility for maintenance of the property;
- (6) Expansion or contraction of the Project or the addition or withdrawal of property to or from the Project;
- (7) Boundaries of any Lot;
- (8) The interests in the Common Area;
- (9) Convertibility of Lots into Common Areas or of Common Areas into Lots;
- (10) Leasing of Townhomes;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot; and
- (12) Any provisions which are for the express benefit of mortgage holders, or eligible insurers or guarantors of first mortgages on Lots.

d. The Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Townhome Owner.

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10.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, abandoned, partitioned, subdivided, transferred or otherwise encumbered without the approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

10.5 MORTGAGEE RIGHTS.

a. Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive notice of the Association's meetings and designate a representative to attend such meetings and (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within sixty (60) days.

b. The Association shall immediately reimburse First Mortgagees who may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums on hazard insurance policies on the Common Area; or who may secure new hazard insurance coverage on the lapse of a policy on the Common Area.

10.6 LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

10.7 SUBSTANTIAL TAKING OR DESTRUCTION. Any holder of a first mortgage lien will be entitled to timely written notice of substantial damage to or destruction of any Unit on which it holds the mortgage or any part of the Common Area.

10.8 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective

expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, 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 portion of the Common Elements, the Association, 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 such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, 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 Map attached hereto, shall be duly amended by instrument executed by the Association on behalf of the Owners.

10.9 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 hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

Subscribed

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 11 day of MARCH, 1982.

DECLARANT:

BAILEY BUILDERS, INC.

By: *Brian A. Bailey*
Brian A. Bailey, President

ATTEST:

By: *Kay G. Ward*
Secretary

LOT DECLARANTS:

LLOYD SESSIONS
MILDRED H. SESSIONS
Lloyd Sessions
Mildred H. Sessions
Lot No. 4, 8812 Honeysuckle Trail

Linda Lee Meredith Ogburn
LINDA LEE MEREDITH OGBURN
Lot No. 5, 8814 Honeysuckle Trail

LINDA M. CONNALLY
Linda M. Connally
Lot No. 6, 8816 Honeysuckle Trail

JOAN M. QUILAN
Joan Marie Quilan
Lot No. 7, 8818 Honeysuckle Trail

NANCY J. FASOLINO
Nancy J. Fasolino
Lot No. 8, 8820 Honeysuckle Trail

ROBERT G.W. GIRLING, III
Bettie J. Girling
BETTIE J. GIRLING

Robert G.W. Girling III
ROBERT G.W. GIRLING, IV

Lot No. 9, 8822 Honeysuckle Trail

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WALTER E. WARD

Walter E. Ward
KAY JUSTIN WARD
Kay Justin Ward

Lot No. 10, 8824 Honeysuckle Trail

VENETIA R. BASS

Venetia R. Bass
Lot No. 11, 8826 Honeysuckle Trail

~~NETA BROOKS BERRY~~ DENNIS J. KAYMAGN

Dennis J. Kaymagn
Lot No. 12, 8828 Honeysuckle Trail

HAROLD K. DUDLEY, JR.

Harold K. Dudley, Jr.
Lot No. 13, 8830 Honeysuckle Trail

MILTON L. FEGENBUSH, JR.

Milton L. Fegenbush, Jr.
Lot No. 14, 8832 Honeysuckle Trail

JAMES F. RAY

James F. Ray

KATHERINE S. BENNETT

Katherine S. Bennett Ray
Lot No. 15, 8834 Honeysuckle Trail

MARLENE R. RICH

Marlene R. Rich
Lot No. 19, 8842 Honeysuckle Trail

MARSHA MARIE VAIL

Marsha Marie Vail
Lot No. 16, 8836 Honeysuckle Trail

RALPH K. POND, JR.


Ralph K. Pond, Jr.
Lot No. 30, 8835 Honeysuckle Trail

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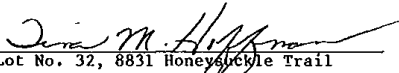
BOBBIE MAE MATTHEWS


Lot No. 31, 8833 Honeysuckle Trail

TOM J. HOFFMAN




TINA M. HOFFMAN


Lot No. 32, 8831 Honeysuckle Trail

MARTY HUGHES, III


Lot No. 33, 8829 Honeysuckle Trail

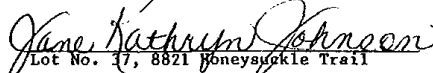
ARTHUR M. TOLSON, JR.



JOAN Y. TOLSON


Lot No. 34, 8825 Honeysuckle Trail

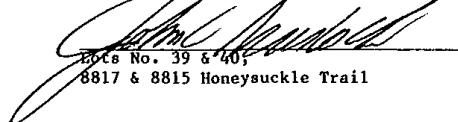
JANE KATHRYN JOHNSON


Lot No. 37, 8821 Honeysuckle Trail

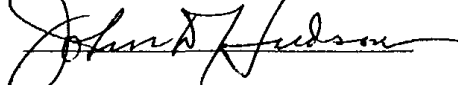
DENNIS J. KAVANAGH


Lot No. 38, 8819 Honeysuckle Trail

JOHN C. SCURLOCK


Lots No. 39 & 40,
8817 & 8815 Honeysuckle Trail

JOHN D. HUDSON



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Katherine S. Herring

MARTHA S. HUDSON

Martha S. Hudson
Lot No. 41, 8813 Honeysuckle Trail

Stacy Herring

RAYMOND PREWITT

Raymond Prewitt

Willie N. Raven

JOAN RICE PREWITT

Joan Prewitt
Lot No. 42, 8811 Honeysuckle Trail

Debra A. Thomas

SHEILA G. PLOTSKY

Sheila G. Plotsky

KATHERINE S. HERRING DEBRA A. THOMAS
STEVYN HERRING MICHAEL L. THOMAS
WILLIE N. RAVEN
GEORGIA B. RAVEN

ELISSA A. PLOTSKY

Elissa Plotsky
Lot No. 43, 8809 Honeysuckle Trail

Michael L. Thomas

ROBERT L. DOBBS

Robert L. Dobbs
Lot No. 44, 8807 Honeysuckle Trail

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Brian A. Bailey, known to me to be the President of BAILEY BUILDERS, INC., whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 11th day of
March, 1982.

NOTARY SEAL

Carol J. Mackelford
Notary Public in and for
Travis County, Texas

09358 0811

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ^{OGURN} LINDA LEE MEREDITH known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of March, A. D., 1982.

Karan Knippa
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: KARAN KNIPPA
My Commission Expires Jan. 2, 1985

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D., 1982.

Notary Public in and for
Travis County, Texas

My Commission expires:

09358 0812

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LINDA M. CONNALLY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOAN M. QUILAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0813

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared NANCY J. FASOLINO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT G.W. GIRLING, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of September, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0814

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BETTIE J. GIRLING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of September, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT G.W. GIRLING, IV, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-82

Carol J. Shackelford

09358 0815

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WALTER E. WARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KAY JUSTIN WARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VENETIA R. BASS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ~~VENETIA R. BASS~~ ^{DENNIS J. KAVANACH} known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0817

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HAROLD K. DUDLEY, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of June, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MILTON L. FEGENBUSH, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0818

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES F. RAY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KATHERINE S. BENNETT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0819

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARSHA MARIE VAIL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RALPH K. POND, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0820

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BOBBIE MAE MATTHEWS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TOM J. HOFFMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0821

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TINA M. HOFFMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARTY HUGHES, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0822

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ARTHUR M. TOLSON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOAN Y. TOLSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0823

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JANE KATHRYN JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of April, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DENNIS J. KAVANAGH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0824

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN C. SCURLOCK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86 **NOTARY SEAL**
Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN D. HUDSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of May, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86
Carol J. Shackelford

09358 0825

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARTHA S. HUDSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of May, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86 **NOTARY SEAL**

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND PREWITT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of June, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86 **NOTARY SEAL**

Carol J. Shackelford

09358 0826

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOAN RICE PREWITT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of June, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86 **NOTARY SEAL**

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SHEILA S. PLOTSKY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86 **NOTARY SEAL**

Carol J. Shackelford

09358 0827

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LLOYD SESSIONS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MILDRED H. SESSIONS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ELISSA A. PLOTSKY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

NOTARY SEAL

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT L. DOBBS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission expires: 4-9-86

Carol J. Shackelford

09358 0829

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARLENE R. RICH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

NOTARY SEAL

Carol J. Shackelford

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KATHERINE S. HERRING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

NOTARY SEAL

Carol J. Shackelford

09358 0830

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared STEVYN HERRING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIE N. RAVEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

NOTARY SEAL

09358 0831

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GEORGIA B. RAVEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ 12th day of _____ March _____, A. D., 1982.

Carol J. Shackelford
Notary Public ~~in~~ and for
Travis County, Texas

My Commission expires: 4-9-82

Carol J. Shackelford

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DEBRA A. THOMAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ 12th day of _____ March _____, A. D., 1982.

Carol J. Shackelford
Notary Public ~~in~~ and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

NOTARY SEAL

09358 0832

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL L. THOMAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1982.

Carol J. Shackelford
Notary Public in and for
Travis County, Texas

My Commission expires: 4-9-86

Carol J. Shackelford

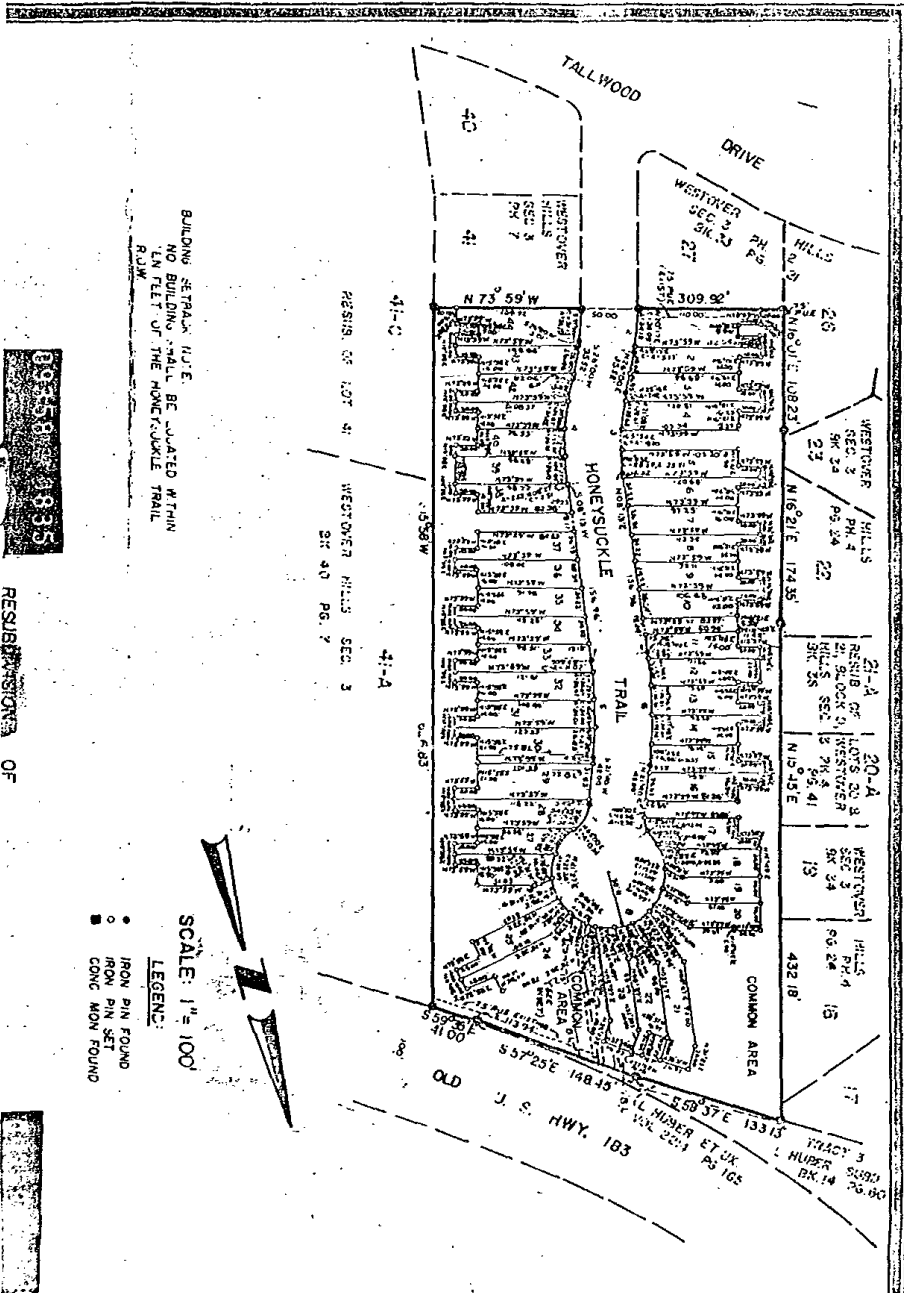
NOTARY SEAL

09358 0833

EXHIBIT "A"

THAT CERTAIN 4.77 TRACT OF LAND KNOWN AS WESTOVER VILLA, RECORDED IN BOOK 46, PAGE 10, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO H.C. CARTER BY DEED RECORDED IN VOLUME 3968, AT PAGES 44 TO 46 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS RESUBDIVIDED BY PLAT RECORDED IN VOLUME 58, PAGE 12 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND KNOWN AS RESUBDIVISION OF WESTOVER VILLA.

09358 0834



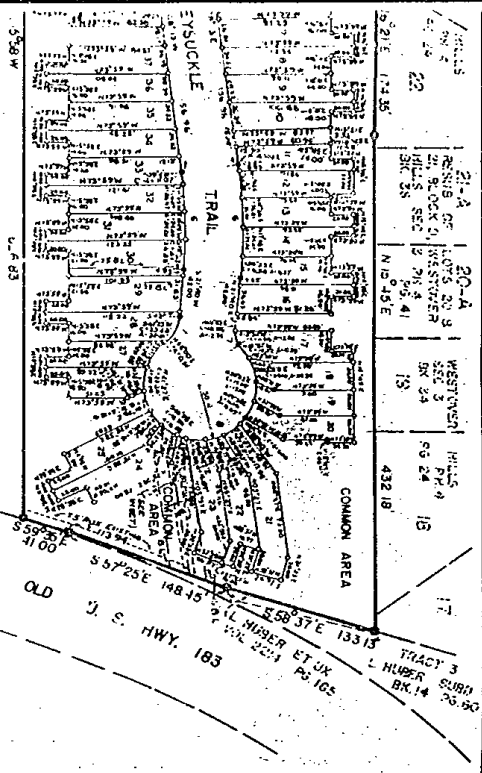
BUILDING SETBACK 1/2".
 NO BUILDING SHALL BE LOCATED WITHIN
 1/4" FEET OF THE HONESSUCKLE TRAIL
 R.O.W.

09358 0835

RESUBDIVISION OF

- SCALE: 1" = 100'
- LEGEND:
- IRON PIN FOUND
 - IRON PIN SET
 - CONC. MON. FOUND

09358 0835



WESTON HILLS SEC. 3
 27 43 PG. 7

SCALE: 1" = 100'
 LEGEND:
 ● IRON PIN FOUND
 ○ IRON PIN NOT FOUND
 ■ CONC. MON. FOUND

RESUBDIVISION OF

APPROVED FOR ACCEPTANCE
 ON THE 21st DAY OF March A.D. 1971.

STATE OF TEXAS
 COUNTY OF TRAVIS KNOW ALL MEN BY THESE PRESENTS:

THAT H.C. CARTER, OWNER OF THAT CERTAIN 477 ACRE TRACT OF LAND KNOWN AS BOOK 46, PAGE 10, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND 45 OF RECORDS IN VOLUME 3968, AT PAGES 44 TO 46 OF THE DEED RECORDS OF RESUBDIVIDE THE SAID 477 ACRE TRACT OF LAND IN ACCORDANCE WITH THE AT RESUBDIVISION OF WESTON HILLS VILLA AND DOES HEREBY DEDICATE TO THE PUB SHOWN HEREON.

WITNESS MY HAND THIS THE 21st DAY OF Oct. A.D. 1971.

STATE OF TEXAS
 COUNTY OF TRAVIS

GEORGE MAE, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED H.C. CARTER WHOSE NAME IS SUGGESTED TO THE FOREGOING INSTRUMENT OF WRITING AND HE KNOWS, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF Oct. A.D. 1971.

09358 0936

STATE OF TEXAS
COUNTY OF TRAVIS KNOW ALL MEN BY THESE PRESENTS:

THAT H.C. CARTER, OWNER OF THAT CERTAIN 477 ACRE TRACT OF LAND KNOWN AS WESTOVER VILLA, RECORDED IN BOOK 46, PAGE 10, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVERTED TO H.C. CARTER BY DEED RECORDED IN VOLUME 3968, AT PAGES 44 TO 46 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DOES HERESY RESUBDIVIDE THE SAID 477 ACRE TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED PLAT ENTITLED RESUBDIVISION OF WESTOVER VILLA AND DOES HERESY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 15th DAY OF OCT. A.D. 1971.

H.C. Carter
H. C. CARTER, OWNER

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, H.C. CARTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUGGESTED TO THE FOREGOING INSTRUMENT OF WRITING AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF OCT. A.D. 1971.

Richard Lillie
RICHARD LILLIE, DIRECTOR
DEPARTMENT OF
COUNTY CLERK
TRAVIS COUNTY, TEXAS

APPROVED FOR ACCEPTANCE
ON THE 21st DAY OF October A.D. 1971.

09358 0837

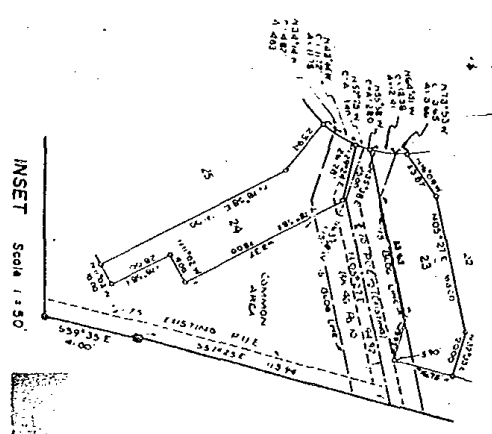
WESTOVER VILLA

Curve	Angle	Length	Area	Area	Area	Area	Area	Area
1	9° 59'	228.98	17' 47"	17' 47"	13' 27"	13' 27"	46' 34"	273' 08"
2	9° 59'	228.98	225.63	305.68	374.03	424.03	30.00	1500'
3	17° 47'	2000	40.00	4782	4410	12.91'	50.00	1500'
4	17° 47'	3985	1904	9450	8760	2372	3.61'	702'
5	13° 27'	3990	7936	9488	8780	2436	7.08	708
6	13° 27'	3990	8780	9488	8780	2436	7.08	708
7	46° 34'	273' 08"	30.00	50.00	1500'	3.61'	702'	708
8	15° 00'	1500'	3.61'	702'	708			
9	27° 03'	1500'	3.61'	702'	708			

CURVE DATA

NOTE: TITLE TO THE COMMON AREA WILL BE VESTED IN A PROPERTY OWNER ASSOCIATION COMPOSED OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. FOR REQUIREMENTS PERTAINING TO THE LOTS AND COMMON AREAS PERMANENT ON THIS PLAN, SEE VOL. PAGE 183 TRAVIS COUNTY DEED RECORDS (CONDOMINIUM RECORDS)

NOTE: SEE VOL. 4245, PG. 115, FOR EASEMENT VACATIONS



INSET Scale 1:350

STI
COL
WIT

FILE
DATE
BY

09358 0838

VLL1 VLL1A

ACCEPTED AND AUTHORIZED FOR RECORD

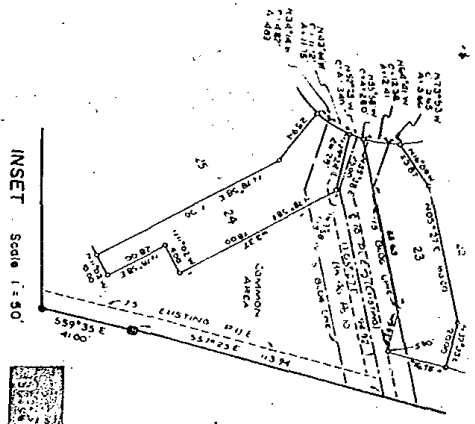
BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN ON THIS DATE

CURVE	DATA
4	17'47"
305.68'	13'27"
418.2'	374.03'
94.50'	424.03'
94.88'	500.0'
	99.31'
	99.34'
	46'34"
	30.00'
	12.91'
	23.72'
	24.36'
	279'06"
	50.00'
	27'03"
	11.00'
	3.01'
	7.08'

VESTED IN
POSSESSOR OF THE OWNERS OF
COMMON

POS (CONDOMINIUM RECORDS)

NOT VACATIONS



FILED FOR RECORD

AT 3 O'CLOCK P.M. ON THE 9 DAY OF March AD 1977
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

I, DORIS SHROPSHIRE, CLERK OF THE COUNTY COURT IN AND FOR THE COUNTY OF TRAVIS, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF RECORDATION WAS FILED IN MY OFFICE ON THE 9 DAY OF March AD 1977 AT 3 O'CLOCK P.M. AND IS CORRECTLY RECORDED IN THE PLAT RECORDS OF SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY OF TRAVIS, TEXAS, THIS 9 DAY OF March AD 1977.

I HEREBY CERTIFY THAT THE AUSTIN CITY CODE CHAPTER 23.27 OF 1963 HAS BEEN

S. A. GANZA
ENGINEER
DOS SUBP
Austin

Registered Professional Engineer
Pure

09358 0839

ACCEPTED AND AUTHORIZED FOR RECORD

BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN ON THIS THE 24 DAY OF March AD 1978.

John M. Smith
SECRETARY

Walter D. ...
CHAIRMAN

FILED FOR RECORD

AT 3 O'CLOCK P.M. ON THE 9 DAY OF March AD 1978.
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

Doris Shropshire
DEPUTY

DORIS SHROPSHIRE, CLERK OF THE COUNTY COURT IN AND FOR THE COUNTY AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED IN MY OFFICE ON THE 9 DAY OF March AD 1978 AT 3 O'CLOCK P.M. AND DULY RECORDED ON THE 9 DAY OF March AD 1978 AT 3 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY IN BOOK 2, PAGE 2.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY ON THE DATE LAST WRITTEN ABOVE.

Doris Shropshire
DEPUTY

Doris Shropshire
DORIS SHROPSHIRE, CLERK
COUNTY COURT, TRAVIS COUNTY, TEXAS

HEREBY CERTIFY THAT THE AUSTIN CITY CODE CHAPTER 23.27 OF 1964 HAS BEEN COMPLIED WITH.

S. A. GARZA
ENGINEERS, INC.
503 Scarborough
Austin, Texas

S.A. Garza
Engineered Professional Engineer

10-14-71

23-71-265

09358 0840

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF LAMPASAS §

The undersigned, Lampasas Federal Savings and Loan Association, being the Owner and holder of an existing mortgage or Deed of Trust lien upon and against the real property described in Exhibit "A" of this Declaration of Covenants, Conditions and Restrictions for Westover Villa, does hereby consent to and join in the said Declaration of Covenants, Conditions and Restrictions for Westover Villa (and Exhibits thereto) and does hereby subordinate the mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a release of said mortgage or Deed of Trust lien owned and held by the Mortgagee, or any part thereof, but the undersigned agrees that its said mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of its Mortgagor as defined in said Declaration of Covenants, Conditions and Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Lampasas Federal Savings and Loan Association, hereunto duly authorized, this the 5th day of May, 1983.

LAMPASAS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: John R. Bumpus
President

ATTEST:

Allynda Chapman
Secretary

09358 0841

THE STATE OF TEXAS §
COUNTY OF LAMPASAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John R. Bumpus, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Lampasas Federal Savings and Loan Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of May, 1983.

Susie Martin
Notary Public in and for
Lampasas County, Texas

My commission expires:

Susie Martin
3-15-85

NOTARY SEAL

09358 0842

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, University Savings Association,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of University
Savings Association, hereunto duly authorized, this
the 19th day of July, 1983.

University Savings Association

By: Donald Hummel

ATTEST:

Caryl S. Bowman
Secretary

09358 0843

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald J. Hammond, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said University Savings Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of July, 1983.

Carol S. Burman
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My commission expires:

April 15, 1986

09358 0844

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, First Federal Savings & Loan Association of Austin, being the Owner and holder of an existing mortgage or Deed of Trust lien upon and against the real property described in Exhibit "A" of this Declaration of Covenants, Conditions and Restrictions for Westover Villa, does hereby consent to and join in the said Declaration of Covenants, Conditions and Restrictions for Westover Villa (and Exhibits thereto) and does hereby subordinate the mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a release of said mortgage or Deed of Trust lien owned and held by the Mortgagee, or any part thereof, but the undersigned agrees that its said mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of its Mortgagor as defined in said Declaration of Covenants, Conditions and Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of First Federal Savings & Loan Association of Austin, hereunto duly authorized, this the 29th day of July, 1982- 1983.

First Federal Savings & Loan Association
of Austin

By: *Ronald Hansen*
Senior Vice President

ATTEST:

Charles E. Shover
Secretary

09358 0845

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert E. Rhoades, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said First Federal Savings & Loan Association of Austin, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, -1982-1983.



Mary Frances Myers
Notary Public in and for
Travis County, Texas

MARY FRANCES MYERS
My commission expires:

NOTARY SEAL

12-29-84

09358 0846

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, NEW BRAUNFELS SAVINGS AND LOAN ASSOCIATION,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

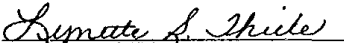
This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of NEW BRAUNFELS
SAVINGS AND LOAN ASSOCIATION, hereunto duly authorized, this
the 14th day of SEPTEMBER, 1983.

NEW BRAUNFELS SAVINGS AND LOAN ASSOCIATION

By: 
LENA SLIMP, EXEC. VICE PRESIDENT

ATTEST:


Lynette S. Thiele
Secretary, ASST.

09358 0847

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The undersigned, Lamar Savings Association,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Lamar Savings
Association, hereunto duly authorized, this
the 18th day of October, 1983

Lamar Savings Association

By:

John Robinson
John Robinson, Senior Vice President

ATTEST:

Leona Walls
Leona Walls, Asst. Corp. Secretary

09358 0849

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joan Robinson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Lamar Savings Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1983.

LaWanda Cobb

Notary Public in and for
Travis County, Texas

My commission expires: 1-21-84

LaWanda Cobb

NOTARY SEAL

09358 0850

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The undersigned, Franklin Savings Association,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Franklin
Savings Association, hereunto duly authorized, this
the 8th day of March, 1982.⁴

FRANKLIN SAVINGS ASSOCIATION

By: Joanne B. Rossa
Joanne B. Rossa, Vice President

ATTEST:

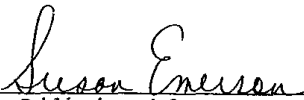
Secretary

09358 0851

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joanne B. Rossa, Vice President known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FRANKLIN SAVINGS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of March, 1987⁴


Notary Public in and for
Travis County, Texas

My commission expires:

SUSAN EMERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES AUG. 20, 1985

NOTARY SEAL

09358 0852

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF BURNET §

The undersigned, Allied Bank of Marble Falls,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Allied Bank of
Marble Falls, hereunto duly authorized, this
the 23rd day of March, 1984.

Allied Bank of Marble Falls

By: James E. Swan
James E. Swan, Exec. V. President

ATTEST:

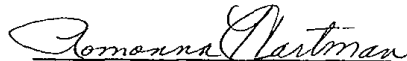
Wayne E. Daubert
Vice President & Cashier

09358 0858

THE STATE OF TEXAS §
COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES E. SWAN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Allied Bank of Marble Falls, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of March, 1984.


Notary Public in and for
Burnet County, Texas

My commission expires: 10-31-84

Remona Hartman
Notary Public, Burnet County, Texas

NOTARY SEAL

09358 0854

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The undersigned, Texas Commerce Bank Austin, N.A.,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Texas Commerce
Bank Austin, N.A., hereunto duly authorized, this
the 6th day of April, 1984.

Texas Commerce Bank Austin, N.A.

By: Randy Young
Randy Young, Assistant Vice President

ATTEST:

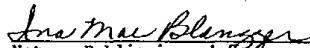
Celeste W. Gauthier
Secretary
Celeste W. Gauthier, Asst. Cashier

09358 0855

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randy Young, Asst. Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Texas Commerce Bank Austin, N.A., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of April, 1984.


Notary Public in and for
Travis County, Texas

My commission expires:

NOTARY SEAL

Ina Mae Blangger

June 30, 1984

09358 0856

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The undersigned, FIRST TEXAS SAVINGS ASSOCIATION,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of FIRST TEXAS
SAVINGS ASSOCIATION, hereunto duly authorized, this
the 22nd day of May, 1984.

FIRST TEXAS SAVINGS ASSOCIATION

By: 

ATTEST:

Linda Block
Secretary

09358 0857

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James D. Walsh, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST TEXAS SAVINGS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of May, 1984.

Mary Ellen Child
Notary Public in and for
Travis County, Texas

My commission expires:

7-11-85

NOTARY SEAL

09358 0858

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF Lubbock §

The undersigned, Investors, Inc.,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Investors, Inc.
_____, hereunto duly authorized, this
the 10th day of September, ~~1982~~ 1984

Investors, Inc.

By: *Lynda M. Smith*
Lynda M. Smith

ATTEST:

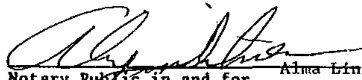
Sharon Durham
Secretary, Asst. Sharon Durham

09358 0859

THE STATE OF TEXAS §
 Lubbock
COUNTY OF ~~TEXAS~~ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lynn M. Smith, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Investors, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September, ~~1982~~, 1984.


Notary Public in and for Alma Lindstrom
~~Texas~~ County, Texas
Lubbock

My commission expires: 11/30/84

11/30/84

NOTARY SEAL

CONSENT AND SUBORDINATION

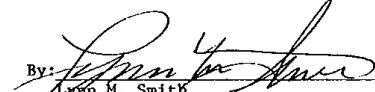
THE STATE OF TEXAS)
COUNTY OF LUBBOCK)

The undersigned, Briercroft Savings Association,
being the Owner and holder of an existing mortgage of Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage of Deed of Trust lien owned and held by the Mortgagee,
or any part thereof, but the undersigned agrees that its said mortgage or Deed
of Trust lien shall hereafter be upon and against the Lot of its Mortgagor as
defined in said Declaration of Covenants, Conditions and Restrictions for West-
over Villa.

SIGNED AND ATTESTED by the undersigned officer of Briercroft Savings Assoc.,
hereunto duly authorized, this the 10th day of September, 19 84.

Briercroft Savings Association

By: 
Lynn M. Smith
Assistant Vice President

ATTEST:

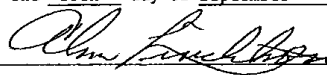

Secretary

THE STATE OF TEXAS)
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
on this day personally appeared Lynn M. Smith, known to me to be the person and
officer whose name is subscribed to the foregoing instrument and acknowledged to
me that the same was the act of the said Briercroft Savings Association, a corpor-
ation, and that he executed the same as the act of such corporation for the pur-
poses and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 10th day of September
19 84.

My commission expires: 11-30-84


Notary Public in and for Lubbock
County, Texas - Alma Lindstrom

NOTARY SEAL

09358 0861

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, Allied Bank North Austin,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Allied
Bank North Austin, hereunto duly authorized, this
the ____ day of _____, 1982.

Allied Bank North Austin

By: Gene D. Wyatt
Gene D. Wyatt, President

ATTEST:
Jeff. Robertson
Deborah Ann Crider
Secretary

09358 0862

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gene D. Wyatt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Allied Bank North Austin, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June, 1982.

Clare C. Buffin
Notary Public in and for
Travis County, Texas
CLARE C. BUFFIN
My commission expires:

3-7-87

NOTARY SEAL

09358 0863

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, Federal National Mortgage Association, being the Owner and holder of an existing mortgage or Deed of Trust lien upon and against the real property described in Exhibit "A" of this Declaration of Covenants, Conditions and Restrictions for Westover Villa, does hereby consent to and join in the said Declaration of Covenants, Conditions and Restrictions for Westover Villa (and Exhibits thereto) and does hereby subordinate the mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a release of said mortgage or Deed of Trust lien owned and held by the Mortgagee, or any part thereof, but the undersigned agrees that its said mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of its Mortgagor as defined in said Declaration of Covenants, Conditions and Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Federal National Mortgage Association, hereunto duly authorized, this the day of OCT 30 1984 , 1984.

Federal National Mortgage Association

By: Frank L. Scrivano
Frank L. Scrivano Assistant Vice President

ATTEST:

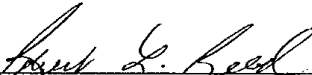
Dale L. Pea
Assistant Secretary DALE L. PEA

09358 0864

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank L. Scrivano, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Federal National Mortgage Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of OCT 30 1984, 198 .


Notary Public in and for
Travis County, Texas
Robert L. Reed

My commission expires:

AUG 6 1988

NOTARY SEAL

09358 0865

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF BEXAR §

The undersigned, THE RICHARD GILL COMPANY,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of THE RICHARD
GILL COMPANY, hereunto duly authorized, this
the 9th day of NOVEMBER, 1984.

THE RICHARD GILL COMPANY

By: 
DAVID W. OESTREICH, VICE PRESIDENT

ATTEST:

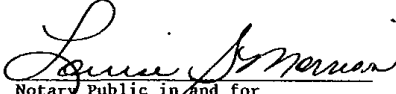

Leon E. Jordan, Asst. Secretary

09358 0866

THE STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David W. Oestreich, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE RICHARD GILL COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of November, 1984.


Notary Public in and for
Bexar County, Texas

My commission expires:

March 25, 1988

NOTARY SEAL

09358 0867

CONSENT AND SUBORDINATION

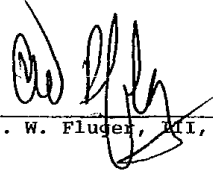
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, Taylor Banc Savings Association,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Taylor Banc
Savings Association, hereunto duly authorized, this
the 8 day of February, 1985.

Taylor Banc Savings Association

By: 
C. W. Fluder, III, President

ATTEST:

Secretary

09358 0868

THE STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. W. Pfluger, III, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Taylor Banc Savings Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of February, 1985.

NOTARY SEAL

Michelle Stibbe Samuelson
Notary Public in and for
Travis County, Texas

My commission expires:

8-18-86

09358 0869

CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

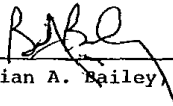
The undersigned, Bailey Builders, Inc.,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned officers of Bailey
Builders, Inc., hereunto duly authorized, this
the 26 day of MARCH, 1985.

Bailey Builders, Inc.

By:


Brian A. Bailey, President

ATTEST:

Secretary

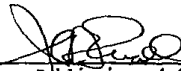
09358 0870

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brian A. Bailey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Bailey Builders, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of MARCH, 1985.


NOTARY SEAL



Notary Public in and for
Travis County, Texas
John D. Ewald
My commission expires:

8/17/85

09358 0871



CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, Neta Brooks Berry,
being the Owner and holder of an existing mortgage or Deed of Trust lien upon
and against the real property described in Exhibit "A" of this Declaration of
Covenants, Conditions and Restrictions for Westover Villa, does hereby consent
to and join in the said Declaration of Covenants, Conditions and Restrictions
for Westover Villa (and Exhibits thereto) and does hereby subordinate the
mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a
release of said mortgage or Deed of Trust lien owned and held by the
Mortgagee, or any part thereof, but the undersigned agrees that its said
mortgage or Deed of Trust lien shall hereafter be upon and against the Lot of
its Mortgagor as defined in said Declaration of Covenants, Conditions and
Restrictions for Westover Villa.

SIGNED AND ATTESTED by the undersigned ~~officer of~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XX~~ ~~herein~~ ~~by~~ ~~her~~ ~~hand~~ ~~and~~ ~~seal~~ ~~of~~ ~~the~~ ~~State~~ ~~of~~ ~~Texas~~ this
the 3 day of April, 1985.

By: Neta Brooks Berry
Neta Brooks Berry

ADVISOR:

~~SECRETARY~~

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Neta Brooks Berry, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Neta Brooks Berry, a ~~corporation~~, and that she executed the same ~~as the xxxxxxxxxx corporation~~ for the purposes and consideration therein expressed, ~~and xxxxxxxxxx~~.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of April, 1985.

NOTARY SEAL

John D. Ewald
Notary Public in and for
Travis County, Texas
John D. Ewald
My commission expires:

8/17/85

