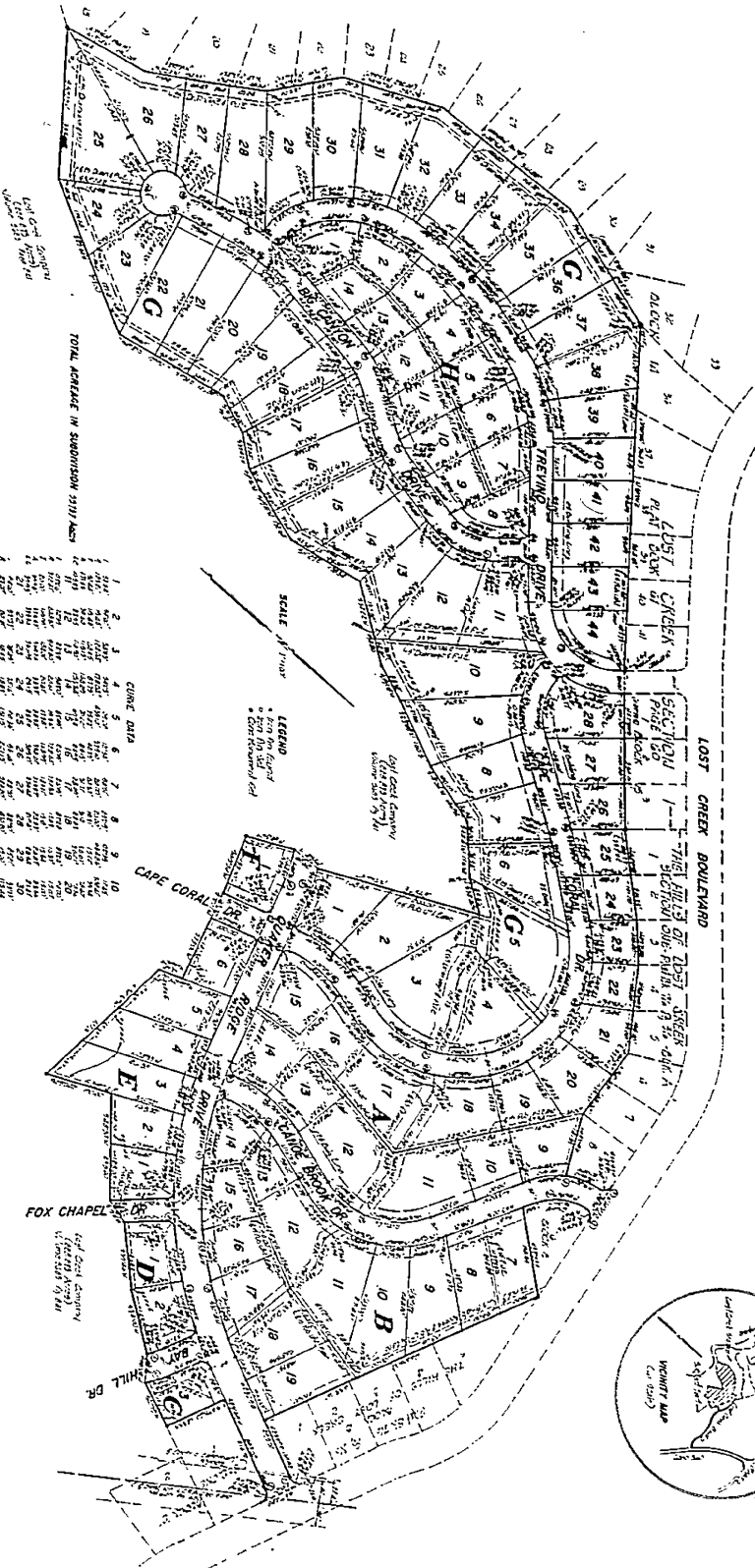


THE HILLS OF LOST CREEK SECTION TWO



STATE OF TEXAS
 COUNTY OF TRAVIS: SHOW ALL W/TH OF THESE PRESENTS

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

Notary Public for Travis County, Texas

Witness my hand and seal of the County of Travis, Texas, this 27th day of October, 1914.

Notary Public for Travis County, Texas

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

CORNER DATA

1	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
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32	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

APPROVED FOR RECORD IN THE 27th DAY OF OCTOBER, 1914.

DIRECTOR OF TRAVIS COUNTY, TEXAS

ACCEPTED AND AUTHORIZED FOR RECORD BY THE COMMISSIONERS OF TRAVIS COUNTY, TEXAS.

COMMISSIONERS: *[Signatures]*

NOTE: This plat is subject to the provisions of the Act of the Legislature of the State of Texas, passed at the 45th Session, Chapter 107, Section 1, which provides that any plat of land which is not recorded in the public records of the county in which it is situated within the time specified in the act, shall be null and void.

NOTE: This plat is subject to the provisions of the Act of the Legislature of the State of Texas, passed at the 45th Session, Chapter 107, Section 1, which provides that any plat of land which is not recorded in the public records of the county in which it is situated within the time specified in the act, shall be null and void.

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

Notary Public for Travis County, Texas

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

Notary Public for Travis County, Texas

STATE OF TEXAS
 COUNTY OF TRAVIS:

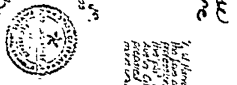
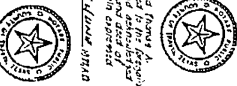
WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.

STATE OF TEXAS
 COUNTY OF TRAVIS:

WITNESSE MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 27th day of October, 1914.



1-87-3327

and assigns, and/or by the owner of any lot or lots in the Subdivision, by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provision; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or an irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the developer, its successors and assigns, or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions. In the event suit is brought, attorney's fees shall be recovered in accordance with Article 1293b of the Revised Civil Statutes of Texas, as it now exists or may hereinafter be amended.

1.03 Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require the same to be corrected.

1.04 Utility Easements.

(a) The utility easements shown or otherwise provided for on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Travis County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers, surface drainage, and any other utility or service which the Developer may find necessary or proper. All utility easements shall be approved by the proper authorities.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

(d) The Developer reserves the right to make minor changes in and minor additions to each utility easement for the purposes of more efficiently serving the Subdivision or any property therein. The Lost Creek MUD General Manager will be notified of any significant changes.

1-87-3328

(e) When necessary or convenient for the installation of any utility, the company making such installation in utility easements dedicated on the above-mentioned plat or dedicated herein or hereafter created in the Subdivision, may, without liability to the owner of the land encumbered by such utility easements, remove all or any trees and other vegetation necessary within the utility easements. When necessary or desirable for the maintenance of such utility system, or systems, Developer or utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

(f) The utility companies or public utilities serving the Subdivision shall have service drop easements for the installation and maintenance of the underground or aerial utility lines or pipes from the utility easements shown or provided for on the recorded plat to the meter or connection for such utilities upon each lot or the improvements erected upon such lot which service drop easements shall be at the location selected by the utility company or public utility and shall be five feet (5') in width, the center line of which shall be the lines, pipes or other connections necessary to provide such lot or improvements with such utility services. When any such utility company or public utility makes entry into the ground in exercise of its right hereunder, such utility company or public utility shall restore the ground to its former condition upon completion of its work.

II.

ARCHITECTURAL CONTROL BOARD

2.01 Architectural Control Board.

(a) An Architectural Control Board of six members shall be appointed from time to time by Developer, with the advise of the Board of Directors of the Lost Creek Neighborhood Association. One-half of the members of the Architectural Control Board shall be representatives of the Developer and the other one-half shall be representatives of the Lost Creek Neighborhood Association. The representatives of the Lost Creek Neighborhood Association shall be appointed from a list of six names submitted by the Lost Creek Neighborhood Association. The term of office of the representatives of the Lost Creek Neighborhood Association shall be determined by that Association. If any vacancy occurs among the representatives of the Lost Creek Neighborhood Association, that Association will submit the names of two individuals from which the Developer shall appoint one to fill the vacancy.

(b) The Architectural Control Board shall adopt its own bylaws. A quorum shall consist of at least four members. The majority vote of those present shall be necessary to approve any plans submitted pursuant to Article II of these Deed Restrictions, or to take any other action other than to grant a variance as to any matters contained in Article III of these Deed Restrictions. To secure a variance from any of the restrictions in Article III four affirmative votes are required.

(c) Regular meetings of the Architectural Control Board will be held on the first and third Mondays of each month provided they are needed. A special meeting can be called at any time the Developer deems it necessary and he notifies all members 24 hours in advance. Except in exceptional circumstances all plans shall be submitted one week in advance.

1-87-3329

2.02 Basic Rule.

(a) No building, wall, structure, or improvement of any character shall be erected or placed on any lot in the Subdivision, nor shall any existing structure be altered, until the building plans and specifications and a plot plan showing the location on the lot and dimensions of all proposed walls, driveways, curb cuts, if any, and all other matters relevant to architectural approval, have been submitted to and approved by the Architectural Control Board. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of aesthetic values of external design with existing and proposed structures and location with respect to topography and finished grade elevation, and on any other grounds which in the sole and uncontrolled discretion of the Architectural Control Board shall seem sufficient. The Architectural Control Board shall give careful attention to all proposed improvements which will be placed on slopes exceeding 20%. Particular caution will be requested so as to minimize filling and cutting of the natural terrain. In many instances, it is contemplated that the Architectural Control Board may require "pier and beam" type foundations for said improvements in lieu of standard "slab on grade". In any event, said requirement shall be at the sole discretion of the Architectural Control Board.

(b) Each application made to the Architectural Control Board shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot including plot plans showing the location on the lot and dimensions of all proposed walls, driveways, curb cuts, if any, and all other matters relevant to architectural approval.

(c) The Architectural Control Board shall have the power and authority to create, alter and amend building setback lines, utility easement lines, and requirements as to design of buildings and materials to be used in the construction thereof for any lot or lots within the Subdivision provided that such authority shall be exercised for the purpose of making such lots more useful for the purpose for which they were designed or for the purpose of harmonizing and making aesthetically attractive the Subdivision or the neighborhood of the Subdivision in which the lots so affected are located, as such matters may be determined in the good faith judgment of the Architectural Control Board.

2.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event the Architectural Control Board fails to approve or disapprove in writing any plans and specifications and plot plans submitted to it in compliance with the preceding provisions within fifteen (15) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

2.04 Effect of Approval. The granting of the aforesaid approval shall constitute only an expression of opinion, by the Architectural Control Board that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements

1-87-3330

are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. It is specifically provided that no person on the Architectural Control Board, nor the Board itself shall be considered as acting as the agent, servant, or employee of the Developer while performing Architectural Control Board duties, and all actions taken by such persons in connection with the Architectural Control Board shall be taken in their individual capacity or on behalf of the Architectural Control Board. Developer shall not be responsible or liable for any action or inaction on the part of the Architectural Control Board or on the part of any person or persons on such Board while acting in their capacity as a member of said Board. This is true notwithstanding the fact that such member of the Board may be an employee, officer, or director of Developer. Architectural Control Board members from the homeowners' association shall not be individually liable for their actions as members of the Board.

III.

GENERAL RESTRICTIONS

3.01 Use. None of the lots or improvements thereon shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling with a minimum two-car garage.

3.02 View Preservation. No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view from a dwelling located or reasonably to be located upon an abutting lot (and, for this purpose "abutting lot" includes a lot separated only by a street). The determination of whether any such structure does or will unreasonably obscure the view from a dwelling located or reasonably to be located upon an abutting lot, as defined, shall be made by the Architectural Control Board, whose judgment shall be final.

3.03 Building Exterior. At least 50% of the exterior, other than the roof, will be either rock or brick masonry, unless the Architectural Control Board approves otherwise.

3.04 Utilities. All utilities will be underground.

3.05 Roofing. Roofing materials shall be approved built-up, wood shingles, 300-pound or better composition shingles, tile, asbestos, or fiberglass, or such other material as may be approved by the Architectural Control Board.

3.06 Size. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1800 square feet for a one-story dwelling, nor less than 2,000 square feet for a dwelling of more than one story.

3.07 Set-back Lines. No building shall be located on any of said lots nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any of said lots nearer than 25 feet from the front lot line, or nearer than 10 feet to any side street line; except, however, minor variations of the maximum set-back line shall be permitted to allow for preservation and utilization of existing trees or views. No building shall be located nearer than 5 feet to an

1-87-3331

interior lot line, except that any garage or other permitted accessory building located 50 feet or more from the minimum building set-back line may be 5 feet from the lot line. No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

3.08 Minimum Width. No dwelling shall be erected or placed on any of said lots having a width of less than 50 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any of said lots having an area of less than 12,000 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of The Hills of Lost Creek Section Two. No lot in the subdivision may be re-subdivided so as to create more than one building site.

3.09 Offensive Activities. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes line may be visible from any public street. No unsightly or elaborate antennae for receiving and/or transmitting television and/or radio signals will be allowed, excepting this restriction is not to be construed to prohibit the smaller conventional television rooftop antennae for normal viewing purposes.

3.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of said lots at any time as a residence either temporarily or permanently. No recreation vehicle larger than an ordinary van and no trailer, camper or other mobile-type home may be parked openly in the street, driveway or at any such place that may be seen from the street or by adjoining property owners for a period of more than 36 hours.

3.11 Signs. No sign of any kind shall be displayed to the public view on any of said lots except one professional sign of not more than five (5) square feet advertising the property during construction and sale periods.

3.12 Oil Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of said lots, nor shall oil wells, tanks, tunnels, mining excavations, or shafts be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of said lots.

3.13 No Business or Trade. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession.

3.14 Corner Lots. No corner lot may be subdivided or used so as to permit an additional dwelling to face on a side street.

3.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

3.16 Trash. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers with animal-proof covers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6331 407

1-07-3332

3.17 Corner Lot Fences. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot herein described within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in the case of rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any of said lots within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction for such sight lines.

3.18 Fences. No fence, wall or hedge shall be built or maintained forward of the front wall line of any house erected on any of said lots. All fences shall be made of wood or rock and shall not exceed six-feet in height.

3.19 Existing Dwelling. No existing dwelling shall be moved onto any lot in this Subdivision.

3.20 Construction. All buildings shall be completed within twelve months after the foundation is completed. During the period of construction, the premises of the building site shall be kept free of paper-type trash or other light materials that can be blown by the wind. It will be the builder's responsibility to provide trash receptacles and to make a daily check to insure that all trash has been placed in the receptacles. Builder will also insure that the streets and lots adjoining the building site are also free of debris and trash that has originated from their building site. No blasting will be permitted until the prerequisites of the City of Austin Ordinance Guidelines, Procedures and Implementing Instructions are complied with and the general manager of Lost Creek MUD has approved the plan request. Work which will subsequently require restoration of the streets or easements will not be commenced until all appropriate agencies now existing or prospectively existing have been contacted and the work must be specifically coordinated with the general manager of the Lost Creek MUD or his designated representatives in accordance with the rules of the District. During the period of work all safety precautions will be followed such as warning signs, lights, and flagmen when necessary. Upon completion of the work, the street or easement restoration will be completed within 72 hours to as good or better condition. The streets will be cleaned of all rocks and debris arising from the work.

3.21 Maintenance. The exterior of any structure must be maintained in a manner acceptable in comparison with other structures in the Subdivision, and lawns and landscaping shall be properly mowed, weeded, controlled and cared for in a manner comparable to other lots in the Subdivision.

3.22 Swimming Pools. No above-ground swimming pools will be allowed. Swimming pools in excess of six feet in diameter must be of a permanent nature.

EXECUTED this 4th day of October, 1978.

LOST CREEK COMPANY,
a Joint Venture
By: *Edward R. Rathgeber, Jr.*
Edward R. Rathgeber, Jr.,
General Partner,
Rathgeber Family Partnership

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

1-87-3333

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD R. RATHGEBER, JR., known to me to be the person whose name is subscribed to the foregoing instrument, as a General Partner, and acknowledged to me that he executed the same in such capacity as the act and deed of said company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of October, 1978.

Carolyn Heinze (Carolyn Heinze)
Notary Public in and for
Travis County, Texas.

My Commission Expires: 5/12/79

NOTARY SEAL

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the Volume and Page of the name and
of Travis County, Texas, as Stamped hereon by me, on
OCT 9 1978



Doris Abrogast
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
OCT 9 3 08 PM '78
Doris Abrogast
COUNTY CLERK
TRAVIS COUNTY, TEXAS

6331 409

(b) The Architectural Control Board shall adopt its own bylaws. The Architectural Control Board may designate a member to act for it in all matters. In the event that any person owning property in the Subdivision shall complain of action on behalf of the Architectural Control Board taken by the designated member, said complaint shall be filed in writing with the Architectural Control Board within seven (7) days of such action. Thereafter, the Architectural Control Board shall meet within seven (7) days and shall decide said appeal. Such decision of the Architectural Control Board shall then be final.

1-89-2013

(c) The Architectural Control Board shall meet at any time pursuant to its bylaws."

Said Sec. 2.03 of said Art. II of said deed restrictions shall hereafter read as follows:

"2.03 Effect of Inaction. The plans, specifications, and plot plan referred to in Sec. 2.02 above shall be submitted to the member designated pursuant to Sec. 2.01(b) to act for the Architectural Control Board. If the plans, specifications and plot plans clearly comply with the provisions of Sec. 2.02(a) of Art. II of these deed restrictions, said member may approve such plans, specifications, and plot plans. In the alternative, said member may refer to the plans, specifications, and plot plans to a meeting of the Architectural Control Board.

If the member designated to act for the Architectural Control Board approves such plans, specifications, and plot plans, any person owning property in the Subdivision may appeal said action to the Architectural Control Board. Said appeal shall be made in writing within seven days of such approval. Thereafter, the Architectural Control Board shall meet within seven (7) days after the appeal is filed to either uphold said approval or to overrule it. Any decision of the Architectural Control Board on such appeal shall be final and binding on all parties.

Approval or disapproval as to Architectural Control matters as set forth in the preceding provisions shall be in writing. In the event the Architectural Control Board or the member designated to act for the Architectural Control Board fails to approve or disapprove in writing any plans and specifications and plot plans submitted to it or to the designated member in compliance with the preceding provisions within fifteen (15) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan, and all of the other terms and provisions hereof."

SEP 17-82 9442 * 13.00

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DECLARATION OF COVENANTS

2-96-7986

This Declaration of Covenants is made as of the 23rd day of August, 1982 by LOST CREEK COMPANY, a Texas partnership ("Declarant").

ARTICLE I

RECITALS

1.01 Declarant owns certain real property (the "Property") in Travis County, Texas more specifically described in Exhibit A attached hereto and incorporated herein for all purposes.

1.02 The Property is located within the boundaries of the Lost Creek Municipal Utility District ("District") that will provide service to the Property.

1.03 In order to assure the construction of water and wastewater facilities by the District, Declarant desires to subject the Property to certain covenants, upon and subject to which the Property or any portion thereof shall be held, improved and conveyed.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Covenants. Declarant does hereby declare that the Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein ("Owners") and shall inure to the benefit of the District, its successors and assigns.

2.02 Purpose of Covenant. The purpose of this Declaration is to protect the District's ability to collect the water and wastewater capital recovery fees, and water and wastewater increment fees currently imposed by the District, which fees are more specifically described on Exhibit B attached hereto and incorporated herein for all purposes ("District Fees") and (i) any such fees of the District which result from a rearrangement of the existing fees and do not exceed the total amount of such fees per water and wastewater tap set forth on Exhibit B and (ii) any such fees reasonably necessary pursuant to Paragraph 3 of the Standby Facilities Financing Agreement between the District and Wilson Development Corporation, et al, which agreement is available for inspection in the offices of the District. Such additional fee shall not exceed the amount determined by dividing \$400,000.00 plus interest as projected and as provided in the Standby Facilities Financing Agreement by the remainder of 1477 taps or tap equivalents as

DEED RECORDS
Travis County, Texas

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defined in the rules of the District less the number of tap equivalents actually paid for at the time such additional fee is implemented.

2.03 Parcel. Declarant has subdivided or may in the future subdivide the Property into lots or parcels (herein each called a "Parcel"). The Owner of each Parcel shall be responsible only for the Fees levied or assessed by the District against such Parcel.

2.04 Liability of Owners. Each Owner shall be liable and shall be obligated to pay the District Fees. The Fees, together with interest thereon and the cost of collection (including reasonable attorneys' fees), if any, shall be charged as a continuing lien upon the Property if not subdivided or upon the Parcel owned by the Owner against which such Fee is levied or charged if the Property is subdivided. Each such Fee, together with interest and cost of collection, if any, shall, in addition, be the personal obligation of the Owner at the time the Fee was levied or charged. The interest rate on delinquent fees shall be the highest rate provided by applicable law.

2.05 Change of Fees. The District shall have the right to reduce the Fees in its absolute discretion, but this Declaration shall not apply to any increase in the amount of the Fees.

2.06 Subordination of Lien to Mortgage. The lien for any Fee provided in this Declaration shall be subordinated to the lien of any bona fide security device including but not limited to mortgage, deed of trust and sale and leaseback, obtained by the Owner of the Property or a Parcel for the purposes of the purchase or improvement thereof (or a refinancing thereof); provided, however, that such subordination shall apply only to the Fees which have become due and payable prior to a sale or transfer of such Parcel pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Parcel from the lien for any Fees thereafter becoming due nor from the lien of any subsequent Fees.

2.07 District's Obligation to Certify Payment. District shall within a reasonable time after receiving a written request therefor certify in writing the then current status as to payment or nonpayment of District fees as to the Property or any Parcel.

ARTICLE III
MISCELLANEOUS

2-96-7988

3.01 Term. Unless sooner terminated pursuant to Section 3.02 and 3.03, this Declaration shall run for a period of fifteen (15) years from the date of execution of this Declaration at which time it shall expire and be of no further force and effect.

3.02 Termination. This Declaration may be terminated at any time by an instrument executed by the District and Declarant (so long as Declarant is an Owner) which shall be effective when recorded in the Real Property Records of Travis County, Texas.

3.03 Amendment. This Declaration may be amended from time to time, by an instrument executed by District, Declarant (so long as Declarant is an Owner) and the Owners of the Parcels to which such amendment shall be applicable. All amendments shall be effective when recorded in the Real Property Records of Travis County, Texas.

3.04 Enforcement. The covenants, fees and liens of this Declaration shall run with the land and be binding upon Declarant and each Owner of the Property or any Parcel, or any parts thereof, their respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the District, its successors and assigns.

3.05 Severability. If any covenant or term of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant or term herein shall remain valid and binding provided that in such event Declarant and all of the Owners of the Property and/or Parcels shall to the fullest extent possible modify such covenant or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

3.06 Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Texas. No provision of this Agreement shall limit the rights, powers or authority of District to conduct its affairs in accordance with applicable law.

3.07 Captions; Singular, Plural and Gender. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural and any gender as the context requires.

2-96-7990

EXHIBIT "A"

All lots out of the following:

1. Hills of Lost Creek Section Two, according to the map or plat thereof recorded in Volume 76, page 263 of the Plat Records of Travis County, Texas.
2. Hills of Lost Creek Section Three, according to the map or plat thereof recorded in Volume 77, pages 48-49 of the Plat Records of Travis County, Texas.
3. Hills of Lost Creek Section Seven-A, according to the map or plat thereof recorded in Volume 78, page 155-156 of the Plat Records of Travis County, Texas.

SAVE AND EXCEPT and expressly excluded therefrom, all lots above described which have been conveyed by Declarant by Deed recorded in the real property records of Travis County, Texas on or before the date of this Declaration.

7859 271

2-96-7991

EXHIBIT B

Water and Wastewater System Tap Fees

<u>Water Tap</u>		<u>Wastewater Tap</u>		<u>Total</u>
Size	Fee	Size	Fee	
5/8"	\$325	6"	\$525	\$ 850
3/4"	375	6"	525	900
1"	500	6"	525	1,025
1-1/2"	650	6"	525	1,175
2"	900	6"	525	1,425

For any water taps over 2" or any wastewater tap over 6", the charge shall be the cost of the tap to the District for labor and materials times a factor of two.

<u>Water Increment Fee</u>	\$ 275
<u>Wastewater Increment Fee</u>	275
<u>Water Capital Recovery Fee</u>	356
<u>Wastewater Capital Recovery Fee</u>	1,276
<u>Additional Facilities Fee</u>	1,305

Standby Wastewater Service Charge:

1. for unplatted lands, \$200 per acre per year, proportionate to the area;
2. for platted lands, \$11.50 per lot per month for single family or duplex lots; and
3. for all other uses, \$11.50 per month for each residential tap equivalent as determined by application of the equivalency standards in effect in the District at the time of platting.

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

SEP 17 1982



Laris Anspolice
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

SEP 17 3 47 PM '82

Laris Anspolice
COUNTY CLERK
TRAVIS COUNTY TEXAS

7859 . 272

FILM CODE

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JG

**ASSIGNMENT OF APPOINTMENT AUTHORITY TO THE
ARCHITECTURAL CONTROL BOARD
FOR
THE HILLS OF LOST CREEK, SECTION TWO**

8:06 AM 1985

9.00 INDX
2 3 03/10/94

8:06 AM 1985

5.00 RECF
2 3 03/10/94

WHEREAS, by instrument dated October 4, 1978 (hereinafter called the "Declaration"),
Lost Creek Company, a joint venture (hereinafter called "Developer") as the Developer of THE
HILLS OF LOST CREEK, SECTION TWO, a subdivision in Travis County, Texas, according
to the map or plat thereof recorded in Book 76, Page 263, Plat Records of Travis County,
Texas, made and established certain covenants, conditions and restrictions for THE HILLS OF
LOST CREEK, SECTION TWO, said Declaration being filed of record in the office of the
County Clerk of Travis County, Texas at Volume 6331, Page 402, Deed Records of Travis
County, Texas; and,

8:06 AM 1985

1.00 SEC
2 3 03/10/94
1435.91-CHE#

WHEREAS, the Declaration was amended by the Developer by instrument dated
October 30, 1978, titled First Amended Deed Restrictions by Lost Creek Company and recorded
at Volume 6309, Page 1063, Deed Records of Travis County, Texas; and

WHEREAS, the Declaration, as amended, provides that the Developer has certain rights
to select and appoint the various members of the Architectural Control Board (hereinafter called
the "Board") as provided in the Declaration, as amended, and

WHEREAS, the Developer has never exercised its right to name members to the Board
and now desires to transfer and assign to the LOST CREEK NEIGHBORHOOD ASSOCIATION
(the "Association") the Developer's right to select and appoint members of the Board.

NOW THEREFORE, for and in consideration of Ten Dollars and other good and
valuable consideration, Developer, by execution hereof has TRANSFERRED AND ASSIGNED,
and does hereby irrevocably TRANSFER AND ASSIGN to the LOST CREEK

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

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NEIGHBORHOOD ASSOCIATION, all of the Developer's right and authority to select and appoint the members of the Architectural Control Board for THE HILLS OF LOST CREEK, SECTION TWO. The mailing address for the Association is 1305 Quaker Ridge Drive, Austin, Texas 78746.

There is hereby assigned to and vested in the LOST CREEK NEIGHBORHOOD ASSOCIATION and such members as the Association may appoint to the Board, all rights and powers of the Board as more fully set forth in the Declaration, as amended; provided however, that the Developer (and/or any partners thereof), the LOST CREEK NEIGHBORHOOD ASSOCIATION, any past, present or future members of the Board, or employers, successors, heirs or assigns of any of the foregoing, shall not have any liability of any kind or character, in contract or in tort, in connection with their service to, for or on behalf of the Board.

WITNESS THE EXECUTION HEREOF, this 9th day of March, 1994.

DEVELOPER:

LOST CREEK COMPANY, a joint venture

By: 

Edward R. Rathgeber, Jr.
General Partner
Rathgeber Family Partnership

LOST CREEK NEIGHBORHOOD ASSOCIATION

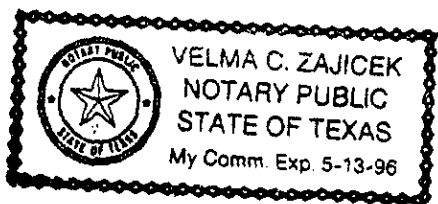
By: 

C. Brian Cassidy, Chairman
Architectural Control Committee

H:\PS\CASSIDYB\171794.1

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on 3/9, 1994 by Edward R. Rathgeber, Jr., on behalf of Lost Creek Company, a joint venture.

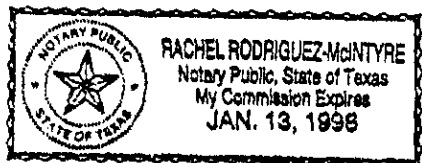


Velma C. Zajicek
Notary Public in and for
the State of Texas

Velma C. ZAJICEK
Printed Name of Notary
My Commission Expires: 5-13-96

STATE OF TEXAS §
§
COUNTY OF Travis §

THIS INSTRUMENT was acknowledged before me on March 9, 1994 by C. Brian Cassidy, Chairman of The Lost Creek Neighborhood Association Architectural Control Committee, on behalf of said Association.



Rachel Rodriguez-McIntyre
Notary Public in and for
the State of Texas

Rachel Rodriguez-McIntyre
Printed Name of Notary
My Commission Expires: 1-13-96

AFTER RECORDING, RETURN TO:

Lost Creek Neighborhood Association
1305 Quaker Ridge Drive
Austin, Texas 78746
Attn: C. Brian Cassidy

FILED
94 MAR 10 PM 4:48

DAVA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

MAR 10 1994



Dava De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
Travis County, Texas

12140 1446A

10 JETON 9701100KD

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VARIANCE

FILM CODE
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STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS THAT:

COUNTY OF TRAVIS

This Variance (the "Agreement") is dated effective as of the 10 day of June, 1997, and is executed by the undersigned members of the Architectural Control Committee (the "Committee") of The Hills of Lost Creek Section Two, in favor of David Cole ("Cole") and Douglas Swanson ("Swanson").

Recitals

Reference is here made to that certain Declaration of Restrictions, Covenants and Conditions of The Hills of Lost Creek Section Two (the "Restrictions") which are recorded in Volume 76, Page 263, Plat Records of Travis County, Texas; Volume 6331, Page 402, Volume 6369, Page 1060 and Volume 7859, Page 267, Deed Records of Travis County, Texas.

Mr. Cole is the owner of certain real property covered by the Restrictions, namely the following (the "Cole Property"):

Lot 30, Block G, THE HILLS OF LOST CREEK SECTION TWO, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 76, Page 263, Plat Records of Travis County, Texas.

Mr. Swanson is the owner of certain real property covered by the Restrictions, namely the following (the "Swanson Property"):

Lot 29, Block G, THE HILLS OF LOST CREEK SECTION TWO, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 76, Page 263, Plat Records of Travis County, Texas.

A wooden deck primarily located on the Cole Property violates the minimum setback requirements of the Restrictions, and of the subdivision plat for the Property, as incorporated into the Restrictions and said deck encroaches upon the Swanson Property. Article Two, Section 2.02c of the Restrictions provides that the Committee may grant variances from compliance with such setback requirements. This Agreement is executed by the Committee to evidence its formal exercise of such authority.

Agreements

1. *Recitals Incorporated.* Each and all of the Recitals to this Agreement are hereby incorporated into and made a part hereof. Capitalized terms which are used herein and are not

DEALERS RECORDS
TRAVIS COUNTY, TEXAS

12955 1562

otherwise defined are used with the meanings provided for them in the Restrictions, unless the context clearly requires otherwise.

2. *Variances.*

- (a) **Cole.** The Committee hereby grants to the Cole Property, Mr. Cole, and his heirs, personal representatives, successors and assigns, a variance (the "Cole Variance") from the aforesaid minimum setback requirements to the extent same are violated by the improvements presently existing on the Cole Property.
- (b) **Swanson.** The Committee hereby grants to the Swanson Property, Mr. Swanson, and his heirs, personal representatives, successors and assigns, a variance (the "Swanson Variance," and together with the Cole Variance, the "Variances") from the Restrictions to the extent same are violated by the present encroachment of the deck from the Cole property onto the Swanson Property.
- (c) **General.** The Variances do not extend to any new or additional improvements, but do extend to reconstruction of the current improvements in the event same are damaged by casualty or otherwise. The granting of the Variances shall not operate to waive or amend any of the terms and provisions of the Restrictions for any purpose except as to the Cole Property and Swanson Property and in the specific instance covered by these Variances, and such Variances shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Restrictions.

3. *Covenant Running With The Land.* It is the express intention of the Committee that the Variance herein granted be construed as a "covenant running with the land" as to the Cole Property and Swanson Property, respectively, and that as such same shall inure to the benefit of Mr. Cole and Mr. Swanson, respectively, and each successive owner of the Cole Property and Swanson Property, respectively.

4. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

5. *Committee.* The persons signing this Agreement on behalf of the Committee are all of the current members of the Committee.

6. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute and original for all purposes and which together shall constitute one and the same agreement. It shall not be necessary to account for all of the counterparts of this Agreement, only such number as may be required in order to evidence execution hereof by all of the parties hereto.

EXECUTED on the dates set forth in the acknowledgments hereto, in all cases to be EFFECTIVE AS OF JUNE 10, 1997.

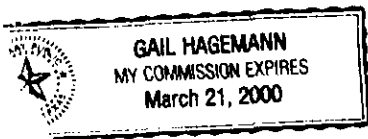
[Handwritten Signature]
John Squires

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 10th day of June, 1997, by John Squires.

[Handwritten Signature]
GAIL HAGEMANN
NOTARY PUBLIC, STATE OF TEXAS



Return to:
Commercial Title

FILED
97 JUN 13 PM 4:33
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

JUN 13 1997



[Handwritten Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: R0007466 TRANS#: 89751 DEPT: REGULAR RECORD \$13.00
CASHIER: MHRT FILE DATE: 6/13/97 TRANS DATE: 6/16/97
PAID BY: CHECK# 106662

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
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