PHOTOGRAPHIC MYLAR

199900147

LONG HOLLOW ESTATES

FIELD NOTE DESCRIPTION OF 53.639 ACRES OF LAND OUT OF THE J.F. CARLTON SURVEY NO.104, ABSTRACTS NO. 2512 AND 2536, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (869.729 ACRE-TRACT 3) TRACT OF LAND CONVEYED TO THE VOLENTE GROUP OF TEXAS, LTD. IN A SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 12702 PAGE 811 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (53.619 ACRE) TRACT OF LAND CONVEYED TO FLANDERS PARTNERS, LTD. IN A DEED AS RECORDED IN VOLUME 13215 PAGE 4096 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a½" iron pipe found in the southerly right-of-way line of Reed Park Road, being in the westerly line of that certain tract of land conveyed to the Volente Group of Texas, Ltd. in a deed as recorded in Volume 12702 Page 811 of the Real Property Records of Travis County, Texas, and being at the most easterly corner of that certain (3.00 acre) tract of land conveyed to David Mosqueda in a deed as recorded in Volume 3051 Page 1768 of the Deed Records of Travis County, Texas, and being for the most northwesterly corner of this tract,

THENCE, with the southerly right-of-way line of Reed Park Road the following four (4) courses:

1) along a curve to the left, having a radius of 327.97 feet, and a chord which bears N 48 deg. 34' 32" E 229.14 feet to a½" iron rod found,
2) along a curve to the right, having a radius of 187.30 feet, and a chord which bears N 56 deg. 43' 23" E 179.42 feet to a½" iron rod found, and from which another½" iron rod found bears N 04 deg. 36' 48" W 80.00 feet,
3) N 85 deg. 23' 12" E 173.68 feet to a½" iron rod found,.
4) along a curve to the left, having a radius of 300.90 feet, and a chord which bears N 62 deg. 41' 48" E 230.25 feet, to a½" iron rod found at the most northerly northeast corner of this tract,

THENCE, leaving said right-of-way line, over and across said Volente tract S 40 deg. 00' 37" E 525.41 feet to a½" iron rod set in a fence, being in the northwesterly line of that certain (150.00 Acre) tract of land conveyed to J.J. Carlton in a deed as recorded in Volume 454 Page 154 of the Deed Records of Travis County, Texas, being for the most easterly northeast corner of this tract, and from which a½" iron pipe found bears N 27 deg. 42' 38" E 165.68 feet,

THENCE, with the common line between the Volente tract, and the Carlton tract, also being the common line between the J.F. Carlton Survey No. 104 and the Lucinda Lavitt Survey No. 645 Abstract No. 483, S 27 deg. 42' 38" W passing a½" iron pipe found under a fence at 165.72 feet, and passing a 2" iron pipe found at another (323.99 feet, and passing a ¾" iron pipe found at another 206.83 feet, in all 2121.20 feet to a point in the center of Long Hollow Branch, and being currently inundated by the backwaters of Lake Travis and being at the most southeasterly corner of this tract,

THENCE, with the center of said Long Hollow Branch the following two (2) courses:

1) S 78 deg. 51' 33" W 919.00 feet to a point currently inundated by the backwaters of Lake Travis,
2) N 50 deg. 06' 58" W 240.21 feet to a point at the southeasterly corner of that certain (160 acre) tract of land conveyed to A.A. Allen in a deed as recorded in Volume 2046 Page 454 of the Deed Records of Travis County, Texas, and being in the common line of said J.F. Carlton Survey No. 104 and the D. & W. Railroad Company Survey No. 103, Abstract No. 248, and being for the most southwesterly corner of this tract,

THENCE, with the common line of the Volente tract, and the Allen tract, being the common line of said J.F. Carlton Survey No. 104, and the D. & W. Railroad Survey No. 103 N 28 deg. 09' 07" E, passing a½" iron rod set on the 716' contour line at 306.35 feet, and passing a 2" iron pipe found at another 859.64 feet, and passing a¾" iron pipe found at the southeast corner of the Mosqueda tract at another 479.96 feet, in all 2193.77 feet to the PLACE OF BEGINNING, in all containing 53.639 acres of land.

Approved and Authorized by the City of Jonestown, Texas.

Dated this the 4th day of February, 1999.

Sam Billings

Sam Billings,
Mayor, City of Jonestown, Texas

This plat has been submitted to the Planning and Zoning Commission of the City of Jonestown, and is recommended for approval:
Dated this the 3rd day of February, 1999.

Chairperson Haywood Ware
Zoning and Planning Commission

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, Timothy D. Hearitige, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground.

1-15-99
Date

Timothy D. Hearitige
Reg. Professional Surveyor No. 5036
BUSH SURVEYING, INC.
1904 Fortview Road
Austin, Texas 78704

STATE OF TEXAS · TIMOTHY D. HEARITIGE · 5036 · REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 3 OF 3

BUSH SURVEYING, INC.
1904 Fortview Road Austin, Texas 78704
(512)443-0990

NOTES:

1. City of Jonestown Development permit required prior to any site development.
2. No objects, including but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by the City of Jonestown.
3. All drainage easements on private property shall be maintained by the property owner or assigns.
4. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
5. No structure in this subdivision shall be occupied until connected to a private on-site wastewater disposal system which has been approved by the LCRA on-site wastewater facility department.
6. No structure in this subdivision shall be occupied until connected to a potable water supply with adequate quantity for family use and operation of an approved private on-site wastewater disposal system.
7. No water well may be installed within 100 feet of an on-site wastewater disposal system nor may an on-site wastewater disposal system be installed within 100 feet of a water well.
8. A portion of this property is located in the 100 year flood plain (Zone AE-716') as shown on the Federal Emergency Management Agency's Flood Insurance Rate Map, Community Panel Number 481026 0200 E, dated June 16,1993.
9. Minimum Slab Elevations for any structure to be used for human habitation in this subdivision will be 717' mean sea level.
10. All lots in this subdivision have 10' Front Public Utility Easements (P.U.E.), 10' Side P.U.E.'s, 7.5' Rear P.U.E.'s, 30' Front Building Setback Lines, 10' Side Building Setback Lines, and 30' Rear Building Setback Lines.
11. The following variances have been granted in this subdivision:
    a) Minimum lot width of 86 feet instead of 100 feet;
    b) side lot setback of 10 feet instead of 25 feet;
    c) single outlet road length of 1900 feet instead of 1200 feet.
12. Lot-39 is to provide access for the adjoining tract of land and the access easement shown hereon shall be developed for that purpose only. The remainder is hereby restricted from being developed for any residential or commercial purposes.

All property herein is subject to the Lower Colorado River Authority's Nonpoint-Source Polution (NPS) Control Ordinance. Should any lot be proposed for a use other than a single family residential, a LCRA NPS Development Permit, its successors and assign, may be required.

B. P. Critendon 1/15/99
Lower Colorado River Authority — Date

Each and every on-site sewage facility installed within this subdivision must be permitted, inspected and licensed for operation under those terms, standards and requirements of the Texas Natural Resource Conservation Commission and Lower Colorado River Authority as are in effect at the time such applications for permits and licenses are made. Steep slopes, shallow soils, heavy rock will likely require professionally designed systems in some instances.

B. P. Critendon 1/15/99
Lower Colorado River Authority — Date

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that on the _____ day of _____, 1998, A.D. the Commissioners Court of Travis County, Texas passed an order authorizing the filing for records of Long Hollow Estates in Book _____ Page _____. This plat and that said order was duly entered in the minutes of said court. Witness my hand and Seal of Office of the County Court of said County, this the _____ day of _____ 1999, A.D.

DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS

BY _____
Deputy

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the 6th day of March, 19 99 A.D. at 3:39 o'clock P M. and duly recorded on the 6th day of March, 19 99 A.D. at 3:39 o'clock P M. in the Plat Records of said County and State in Book _____ Page _____. Document # 199900147

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 6th day of March 19 99 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
BY: _____ Deputy
Y. GUERRA

FILED FOR RECORD at 3:39 o'clock P M., this the 6th day of March, 19 99 A.D.

DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS
BY: _____ Deputy
Y. GUERRA

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

That I, Edward C. Moore, am authorized under the laws of the State of Texas to practice the Profession of Engineering, and hereby certify that this plat is feasible from an engineering standpoint, and is true and correct to the best of my knowledge.

The 100 year floodplain is contained in the drainage easements as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency's Flood Insurance Rate Map Community Panel Number 481026 0280 E, dated June 16, 1993.

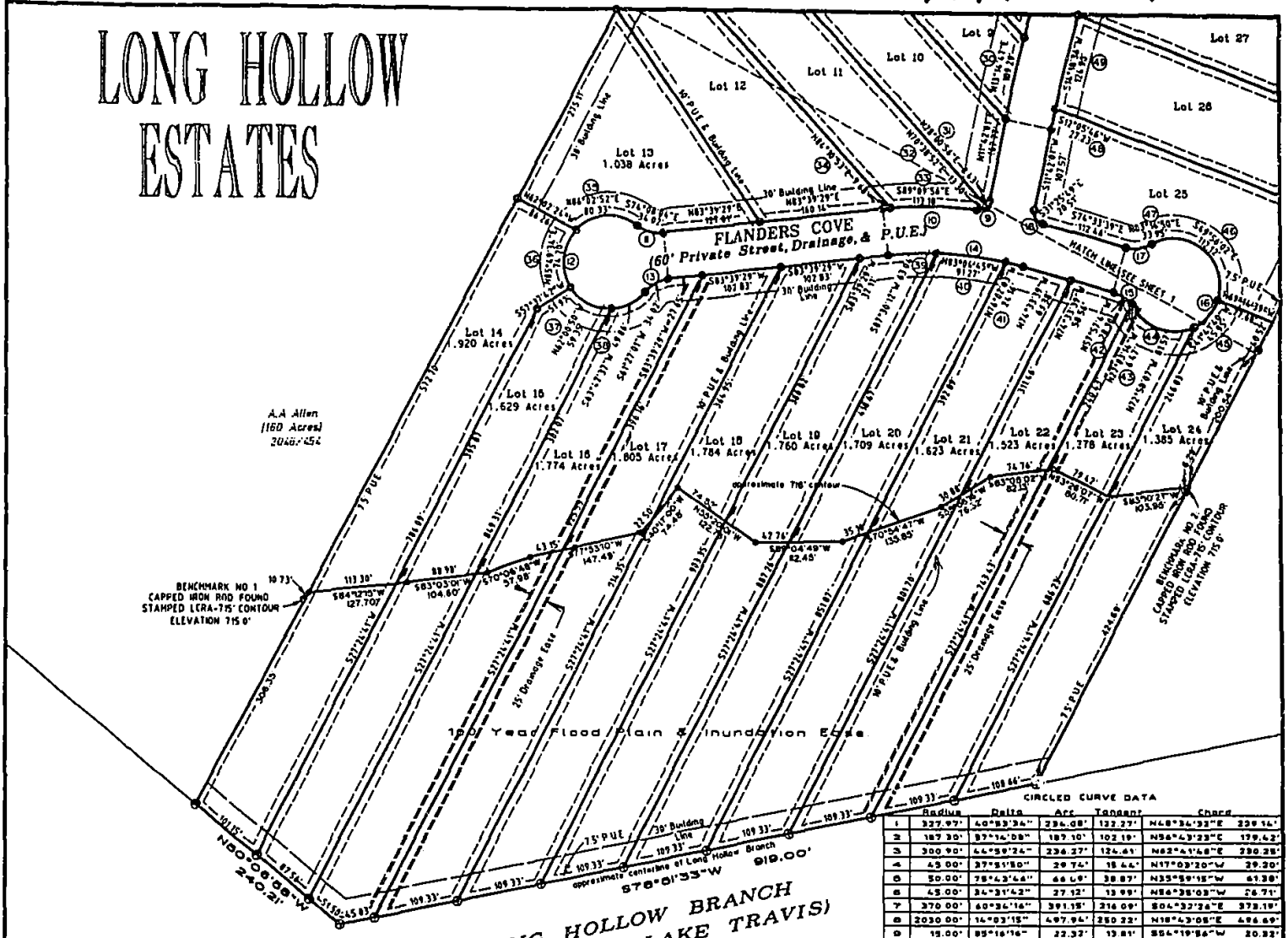
Edward C. Moore 1-15-99

Edward C. Moore, P.E. 71199
LOOMIS & MOORE, INC.
3103 Bee Caves Road Suite 225
Austin, Texas 78746

PHOTOGRAPHIC MYLAR

19990147

LONG HOLLOW ESTATES



CIRCLED CURVE DATA					
	Radius	Delta	Arc	Tangent	Chord
1	327.97'	40°53'34"	234.08'	122.27'	N48°34'33"E	229.14'
2	187.30'	97°14'08"	187.10'	102.19'	N56°49'23"E	179.42'
3	300.90'	44°59'24"	236.27'	124.61'	N82°41'48"E	230.28'
4	45.00'	37°51'50"	29.74'	15.44'	N17°03'20"W	29.20'
5	50.00'	75°43'44"	66.09'	38.87'	N35°59'15"W	61.38'
6	45.00'	34°31'42"	27.12'	13.99'	N56°38'08"W	26.71'
7	370.00'	60°36'16"	391.15'	216.09'	S04°32'26"E	373.19'
8	2030.00'	14°03'15"	497.94'	250.22'	N18°49'08"E	496.69'
9	15.00'	85°16'16"	22.32'	13.81'	S84°19'56"W	20.32'
10	530.00'	13°18'23"	123.09'	61.82'	N89°41'20"W	122.81'
11	45.00'	44°29'11"	34.89'	18.37'	S74°08'04"E	34.03'
12	60.00'	268°58'11"	281.52'	61.33'	S06°30'31"E	85.71'
13	45.00'	44°29'11"	34.89'	61.82'	S69°27'01"W	34.03'
14	470.00'	21°46'33"	178.67'	90.43'	S85°27'09"E	177.60'
15	45.00'	44°29'11"	34.89'	18.37'	S82°21'12"E	34.02'
16	60.00'	268°58'11"	281.52'	61.33'	N15°26'31"E	85.71'
17	45.00'	44°10'24"	34.61'	18.33'	N82°16'50"E	33.93'
18	15.00'	86°18'42"	22.58'	14.08'	S31°29'49"E	20.51'
19	1970.00'	14°01'58"	482.49'	242.46'	S18°43'00"W	481.26'
20	430.00'	60°28'48"	453.89'	250.66'	S04°30'40"E	433.11'
21	45.00'	36°44'06"	28.85'	14.94'	S16°22'58"E	28.36'
22	50.00'	75°49'52"	66.18'	38.98'	S33°56'00"E	61.49'
23	45.00'	37°51'50"	29.74'	15.44'	S54°58'10"E	29.20'
24	370.00'	52°17'14"	337.66'	181.61'	N08°40'59"W	326.00'
25	370.00'	5°17'08"	33.51'	16.80'	N21°36'09"E	33.46'
26	2030.00'	1°46'04"	62.69'	31.32'	N24°31'41"E	62.63'
27	2030.00'	3°01'47"	107.34'	53.68'	N22°27'46"E	107.33'
28	2030.00'	3°02'53"	107.99'	54.01'	N19°25'26"E	107.98'
29	2030.00'	3°06'38"	110.21'	55.12'	N16°20'39"E	110.20'
30	2030.00'	3°05'04"	109.30'	54.66'	N13°16'47"E	109.29'
31	15.00'	32°38'23"	8.55'	4.39'	N28°00'56"E	8.43'
32	15.00'	52°36'01"	13.78'	7.43'	N70°38'33"E	13.30'
33	530.00'	12°18'31"	113.80'	56.92'	S89°00'56"E	113.58'
34	530.00'	1°02'47"	9.68'	4.84'	N84°10'33"E	9.68'
35	60.00'	84°03'39"	88.01'	54.87'	N86°05'55"E	80.33'
36	60.00'	76°23'31"	79.99'	47.21'	N03°49'34"E	74.30'
37	60.00'	89°17'04"	62.08'	34.14'	N62°00'58"W	59.38'
38	60.00'	49°06'06"	51.42'	27.41'	S68°47'32"W	49.86'
39	470.00'	7°41'37"	63.09'	31.59'	S87°30'12"W	63.04'
40	470.00'	11°08'38"	91.41'	45.86'	N83°04'45"W	91.27'
41	470.00'	3°56'44"	34.16'	13.98'	N76°02'09"W	34.16'
42	45.00'	36°39'14"	28.79'	14.91'	N85°57'41"W	28.30'
43	45.00'	8°14'43"	6.48'	3.24'	N27°03'14"W	6.47'
44	60.00'	85°36'54"	89.69'	55.61'	N72°58'07"W	81.57'
45	60.00'	49°04'44"	47.1'	24.87'	S41°41'40"W	45.98'
46	60.00'	138°14'29"	144.77'	187.30'	S49°56'03"E	112.12'
47	60.00'	32°52'07"	34.42	17.70'	N83°14'50"E	33.95'
48	1970.00'	0°47'31"	27.23'	13.62'	S12°05'46"W	27.23'
49	1970.00'	3°38'08"	125.00'	62.52'	S14°18'36"W	124.98'
50	1970.00'	3°20'40"	115.00'	57.51'	S17°48'01"W	114.98'
51	1970.00'	3°11'58"	110.00'	55.02'	S21°04'20"W	109.99'
52	1970.00'	3°03'40"	105.25'	52.64'	S24°12'09"W	105.24'
53	430.00'	1°51'13"	13.91'	6.96'	S28°44'43"W	13.91'
54	430.00'	13°44'58"	103.19'	51.84'	S16°52'35"W	102.94'
55	430.00'	13°32'09"	101.59'	51.03'	S03°21'42"W	101.35'
56	430.00'	13°21'27"	100.25'	50.35'	S10°08'08"E	100.02'
57	430.00'	13°27'20"	100.98'	50.72'	S23°29'31"E	100.78'
58	430.00'	4°31'54"	34.01'	17.01'	S32°29'07"E	34.00'
59	167.03'	25°41'34"	77.34'	39.33'	N73°38'26"E	76.70'
60	167.03'	15°23'50"	90.26'	25.28'	N38°50'01"E	89.15'
61	327.97'	34°16'23"	136.78'	70.43'	N40°18'58"E	134.72'
62	327.97'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.18'
63	300.90'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.19'
64	300.90'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.19'
65	300.90'	16°30'17"	94.48'	47.57'	N43°41'17"E	94.18'

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That we, Flanders Partners, Ltd., acting in and through its General Partner, Hugo Investments, Inc., acting in and through its president Hugo Verhaeghe, being the owners of 53.639 acres of land out of the J.F. Carlton Survey No. 104, Abstract Number 2512 and 2536, in Travis County, Texas, as conveyed to us by deed recorded in Volume 13215 Page 4096 of the Real Property Records of Travis County, Texas, do hereby subdivide said 53.639 acres in accordance with the attached plat to be known as the LONG HOLLOW ESTATES, and do hereby dedicate to the Public use of the public easements as shown hereon subject to any easements and/or restrictions heretofore granted and not released.

WITNESS MY HAND this the 19th day of February, 1999, A.D.

Hugo Verhaeghe, President, Hugo Investments, Inc.
General Partner of Flanders Partners, Ltd.
8102 Sharon Drive
Leander, Texas 78641

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

Before me, the undersigned official, on this day personally appeared Hugo Verhaeghe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of this office this 19th day of February, 1999, A.D.

Notary Public Signature

J. GLENN TAYLOR
Notary Public, State of Texas
My Commission Expires Sept. 18, 2001

J. Glenn Taylor
Notary Public Printed or typed name

My commission expires: Sept. 18, 2001

SHEET 2 OF 3

BUSH SURVEYING, INC.
1904 Fortview Road Austin, Texas 78704
(512)443-0990

$81.00

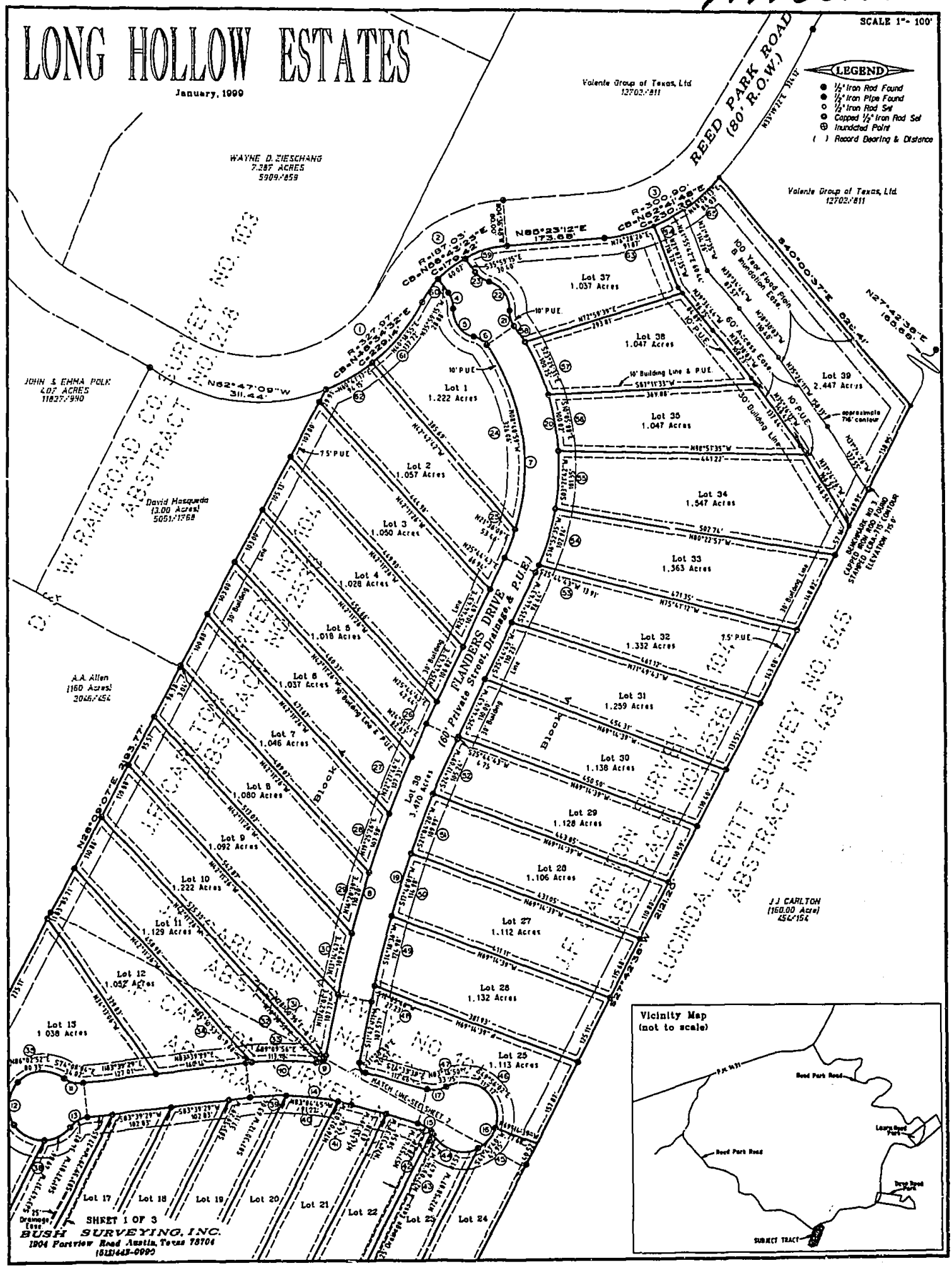
PHOTOGRAPHIC MYLAR 5/6/1999

19990143

LONG HOLLOW ESTATES

January, 1999

SCALE 1"= 100'



FILED AND RECORDED

Dana DeBeauvoir

05-06-1999 03:39 PM 199900147
GUERRAY $81.00
Dana DeBeauvoir ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Plat

199900147 3 pgs

No. _____

$81.00

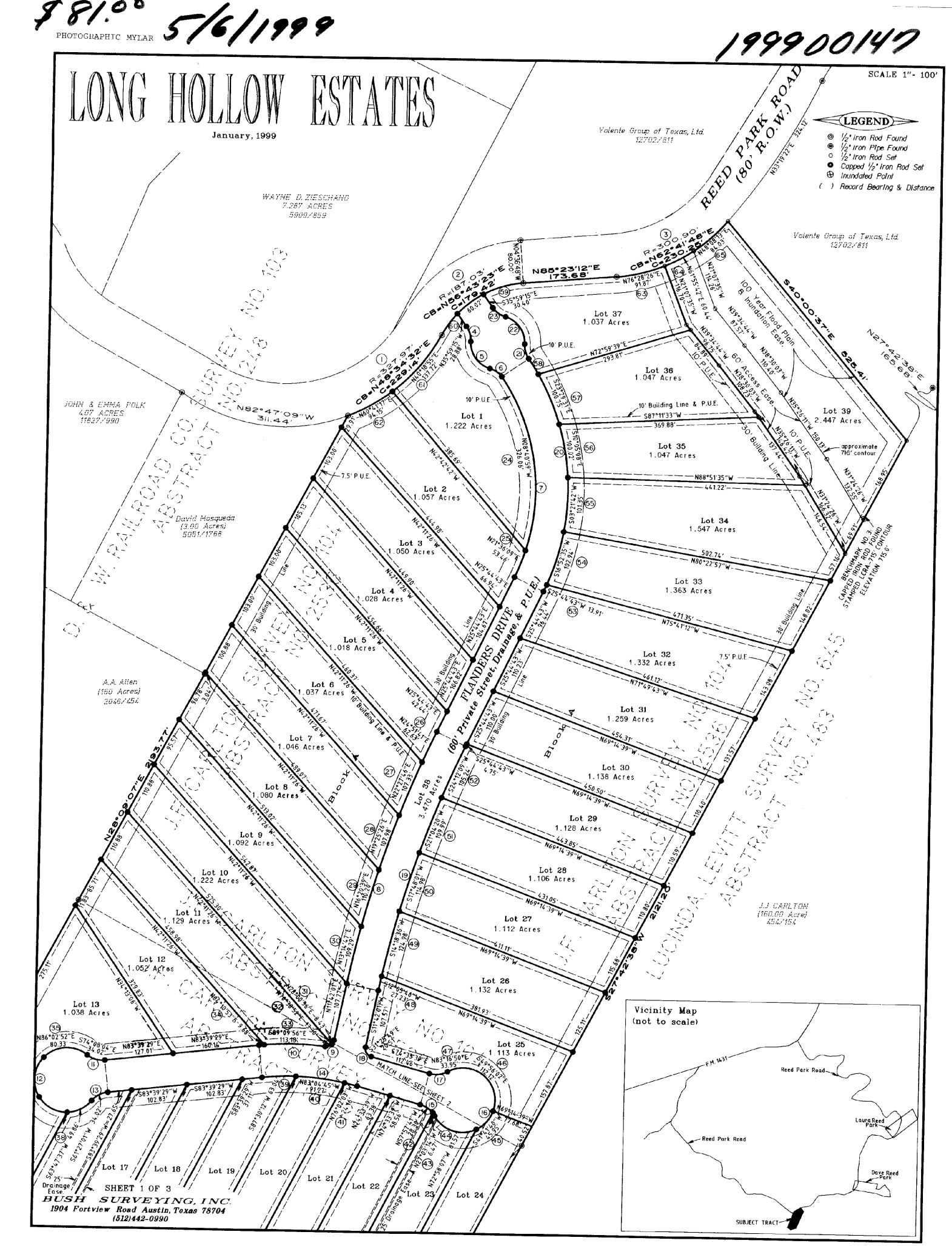
PHOTOGRAPHIC MYLAR 5/6/1999

19990014?

LONG HOLLOW ESTATES

January, 1999

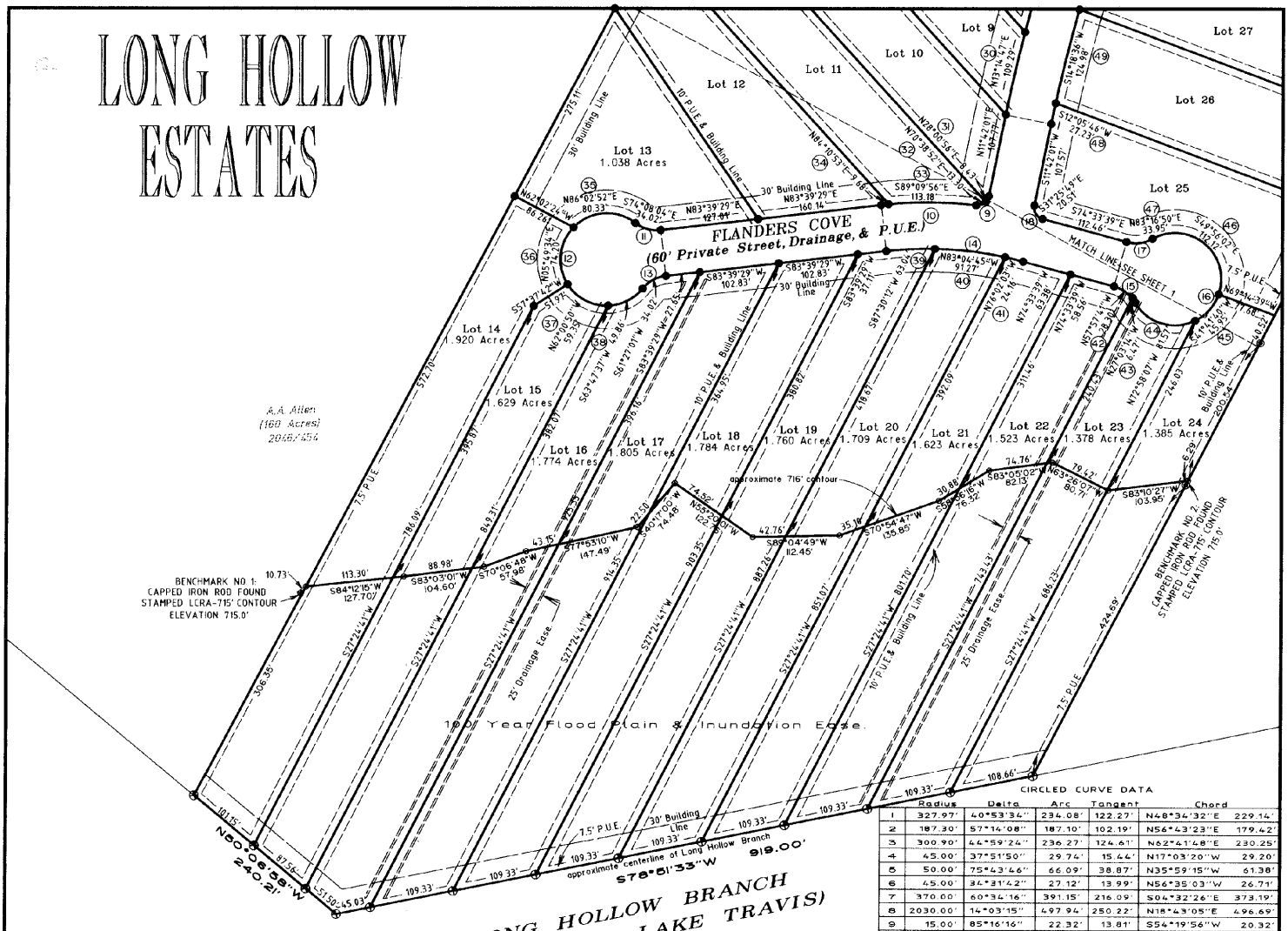
SCALE 1"- 100'



PHOTOGRAPHIC MYLAR

19990147

LONG HOLLOW ESTATES



CIRCLED CURVE DATA

	Radius	Delta	Arc	Tangent	Chord	
1	327.97'	40°53'34"	234.08'	122.27'	N48°34'32"E	229.14'
2	187.30'	57°14'08"	187.10'	102.19'	N56°43'23"E	179.42'
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5	50.00'	75°43'46"	66.09'	38.87'	N35°59'15"W	61.38'
6	45.00'	34°31'42"	27.12'	13.99'	N56°35'03"W	26.71'
7	370.00'	60°34'16"	391.15'	216.09'	S04°32'26"E	373.19'
8	2030.00'	14°03'15"	497.94'	250.22'	N18°43'05"E	496.69'
9	15.00'	85°16'16"	22.32'	13.81'	S54°19'56"W	20.32'
10	530.00'	13°18'23"	123.09'	61.82'	N89°41'26"W	122.81'
11	45.00'	44°25'11"	34.89'	18.37'	S74°08'04"E	34.02'
12	60.00'	268°50'11"	281.52'	61.23'	S06°20'31"E	85.71'
13	45.00'	44°25'11"	34.89'	61.82'	S61°27'01"W	34.02'
14	470.00'	21°46'53"	178.67'	90.43'	S85°27'05"E	177.60'
15	45.00'	44°25'11"	34.89'	18.37'	S52°21'12"E	34.02'
16	60.00'	268°50'11"	281.52'	61.23'	N15°26'21"E	85.71'
17	45.00'	44°19'24"	34.81'	18.33'	N83°16'50"E	33.95'
18	15.00'	86°15'42"	22.58'	14.05'	S31°25'49"E	20.51'
19	1970.00'	14°01'58"	482.49'	242.46'	S18°43'00"W	481.28'
20	430.00'	60°28'45"	453.89'	250.66'	S04°30'40"E	433.11'
21	45.00'	36°44'06"	28.85'	14.94'	S16°22'58"E	28.36'
22	50.00'	75°49'52"	66.18'	38.95'	S35°56'00"E	61.45'
23	45.00'	37°51'50"	29.74'	15.44'	S54°55'10"E	29.20'
24	370.00'	52°17'14"	337.66'	181.61'	N08°40'59"W	326.06'
25	370.00'	8°17'08"	53.51'	26.80'	N21°36'09"E	53.46'
26	2030.00'	1°46'04"	62.63'	31.32'	N24°51'41"E	62.63'
27	2030.00'	3°01'47"	107.34'	53.68'	N22°27'46"E	107.33'
28	2030.00'	3°02'53"	107.99'	54.01'	N19°25'26"E	107.98'
29	2030.00'	3°06'39"	110.21'	55.12'	N16°20'39"E	110.20'
30	2030.00'	3°05'06"	109.30'	54.66'	N13°14'47"E	109.29'
31	15.00'	32°38'23"	8.55'	4.39'	N28°00'56"E	8.43'
32	15.00'	52°38'01"	13.78'	7.42'	N70°38'52"E	13.30'
33	530.00'	12°15'31"	113.40'	56.92'	S89°09'56"E	113.18'
34	530.00'	1°02'47"	9.68'	4.84'	N84°10'53"E	9.68'
35	60.00'	84°02'39"	88.01'	54.07'	N86°02'52"E	80.33'
36	60.00'	76°23'21"	79.99'	47.21'	N05°49'34"E	74.20'
37	60.00'	59°17'04"	62.08'	34.14'	N62°00'56"W	59.35'
38	60.00'	49°06'06"	51.42'	27.41'	S63°47'37"W	49.86'
39	470.00'	7°41'27"	63.09'	31.59'	S87°30'12"W	63.04'
40	470.00'	11°08'38"	91.41'	45.85'	N83°04'45"W	91.27'
41	470.00'	2°56'44"	24.16'	12.08'	N76°02'03"W	24.16'
42	45.00'	36°39'16"	28.79'	14.91'	N57°57'41"W	28.30'
43	45.00'	8°14'42"	6.48'	3.24'	N27°03'14"W	6.47'
44	60.00'	85°38'54"	89.69'	55.61'	N72°58'07"W	81.57'
45	60.00'	45°00'44"	47.15'	24.87'	S41°41'40"W	45.95'
46	60.00'	138°14'29"	144.77'	157.30'	S49°56'02"E	112.12'
47	60.00'	32°52'07"	34.42'	17.70'	N83°16'50"E	33.95'
48	1970.00'	0°47'31"	27.23'	13.62'	S12°05'46"W	27.23'
49	1970.00'	3°38'08"	125.00'	62.52'	S14°18'36"W	124.98'
50	1970.00'	3°20'40"	115.00'	57.51'	S17°48'01"W	114.98'
51	1970.00'	3°11'58"	110.00'	55.02'	S21°04'20"W	109.99'
52	1970.00'	3°03'40"	105.25'	52.64'	S24°12'09"W	105.24'
53	430.00'	1°51'13"	13.91'	6.96'	S25°44'43"W	13.91'
54	430.00'	13°44'58"	103.19'	51.84'	S16°52'35"W	102.94'
55	430.00'	13°32'09"	101.59'	51.03'	S03°21'42"W	101.35'
56	430.00'	13°21'27"	100.25'	50.35'	S10°05'08"E	100.02'
57	430.00'	13°27'20"	100.98'	50.72'	S23°29'31"E	100.75'
58	430.00'	4°31'54"	34.01'	17.01'	S32°29'07"E	34.00'
59	187.03'	23°41'34"	77.34'	39.23'	N73°28'26"E	76.79'
60	187.03'	15°23'50"	50.26'	25.28'	N35°50'01"E	50.11'
61	327.97'	24°14'23"	138.75'	70.43'	N40°18'55"E	137.72'
62	327.97'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.15'
63	300.90'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.15'
64	300.90'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.15'
65	300.90'	16°30'17"	94.48'	47.57'	N60°41'17"E	94.15'

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

KNOW ALL MEN BY THESE PRESENTS:

That we, Flanders Partners, Ltd., acting in and through its General Partner, Hugo Investments, Inc., acting in and through its president Hugo Verhaeghe, being the owners of 53.639 acres of land out of the J.F. Carlton Survey No. 104, Abstract Number 2512 and 2536, in Travis County, Texas, as conveyed to us by deed recorded in Volume 13215 Page 4096 of the Real Property Records of Travis County, Texas, do hereby subdivide said 53.639 acres in accordance with the attached plat to be known as the LONG HOLLOW ESTATES, and do hereby dedicate to the Public use of the public easements as shown hereon subject to any easements and/or restrictions heretofore granted and not released.

WITNESS MY HAND this the 19th day of February, 1999, A.D.

Hugo Verhaeghe, President, Hugo Investments, Inc.
General Partner of Flanders Partners, Ltd.
8102 Sharon Drive
Leander, Texas 78641

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

Before me, the undersigned official, on this day personally appeared Hugo Verhaeghe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of this office this 19th day of February, 1999, A.D.

J. Glenn Taylor
Notary Public Signature

J. Glenn Taylor
Notary Public Printed or typed name

My commission expires: Sept. 18, 2001

J. GLENN TAYLOR
Notary Public, State of Texas
My Commission Expires Sept. 18, 2001

SHEET 2 OF 3

BUSH SURVEYING, INC.
1904 Portview Road Austin, Texas 78704
(512)442-0990

PHOTOGRAPHIC MYLAR

199900147

LONG HOLLOW ESTATES

FIELD NOTE DESCRIPTION OF 53.639 ACRES OF LAND OUT OF THE J.F. CARLTON SURVEY NO.104, ABSTRACTS NO. 2512 AND 2536, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (869.729 ACRE-TRACT 3) TRACT OF LAND CONVEYED TO THE VOLENTE GROUP OF TEXAS, LTD. IN A SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 12702 PAGE 811 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (53.619 ACRE) TRACT OF LAND CONVEYED TO FLANDERS PARTNERS, LTD. IN A DEED AS RECORDED IN VOLUME 13215 PAGE 4096 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a½" iron pipe found in the southerly right-of-way line of Reed Park Road, being in the westerly line of that certain tract of land conveyed to the Volente Group of Texas, Ltd. in a deed as recorded in Volume 12702 Page 811 of the Real Property Records of Travis County, Texas, and being at the most easterly corner of that certain (3.00 acre) tract of land conveyed to David Mosqueda in a deed as recorded in Volume 5051 Page 1768 of the Deed Records of Travis County, Texas, and being for the most northwesterly corner of this tract,

THENCE, with the southerly right-of-way line of Reed Park Road the following four (4) courses:

1) along a curve to the left, having a radius of 327.97 feet, and a chord which bears N 48 deg. 34' 32" E 229.14 feet to a½" iron rod found,
2) along a curve to the right, having a radius of 187.30 feet, and a chord which bears N 56 deg. 43' 23" E 179.42 feet to a½" iron rod found, and from which another½" iron rod found bears N 04 deg. 36' 48" W 80.00 feet,
3) N 85 deg. 23' 12" E 173.68 feet to a½" iron rod found,
4) along a curve to the left, having a radius of 300.90 feet, and a chord which bears N 62 deg. 41' 48" E 230.25 feet, to a½" iron rod found at the most northerly northeast corner of this tract,

THENCE, leaving said right-of-way line, over and across said Volente tract S 40 deg. 00' 37" E 525.41 feet to a½" iron rod set in a fence, being in the northwesterly line of that certain (160.00 Acre) tract of land conveyed to J.J. Carlton in a deed as recorded in Volume 454 Page 154 of the Deed Records of Travis County, Texas, being for the most easterly northeast corner of this tract, and from which a½" iron pipe found bears N 27 deg. 42' 38" E 165.68 feet,

THENCE, with the common line between the Volente tract, and the Carlton tract, also being the common line between the J.F. Carlton Survey No. 104 and the Lucinda Levitt Survey No. 645 Abstract No. 483, S 27 deg. 42' 38" W passing a½" iron pipe found under a fence at 165.72 feet, and passing a 2" iron pipe found at another 1323.99 feet, and passing a ¾" iron pipe found at another 206.83 feet, in all 2121.20 feet to a point in the center of Long Hollow Branch, and being currently inundated by the backwaters of Lake Travis and being at the most southeasterly corner of this tract,

THENCE, with the center of said Long Hollow Branch the following two (2) courses:

1) S 78 deg. 51' 33" W 919.00 feet to a point currently inundated by the backwaters of Lake Travis,
2) N 50 deg. 06' 58" W 240.21 feet to a point at the southeasterly corner of that certain (160 acre) tract of land conveyed to A.A. Allen in a deed as recorded in Volume 2046 Page 454 of the Deed Records of Travis County, Texas, and being in the common line of said J.F. Carlton Survey No. 104 and the D. B. W. Railroad Company Survey No. 103, Abstract No. 248, and being for the most southwesterly corner of this tract,

THENCE, with the common line of the Volente tract, and the Allen tract, being the common line of said J.F. Carlton Survey No. 104, and the D. B. W. Railroad Survey No. 103 N 28 deg. 09' 07" E, passing a½" iron rod set on the 716' contour line at 306.35 feet, and passing a 2" iron pipe found at another 859.64 feet, and passing a¾" iron pipe found at the southeast corner of the Mosqueda tract at another 479.96 feet, in all 2193.77 feet to the PLACE OF BEGINNING, in all containing 53.639 acres of land.

Approved and Authorized by the City of Jonestown, Texas.
Dated this the 4th day of February, 1999.

Sam Billings
Sam Billings,
Mayor, City of Jonestown, Texas

This plat has been submitted to the Planning and Zoning Commission of the City of Jonestown, and is recommended for approval:
Dated this the 3rd day of FEBRUARY 1999.

~~Ann Tallmadge~~ Haywood Ware, Chairperson
Zoning and Planning Commission

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Timothy D. Hearitige, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground.

Timothy D. Hearitige
Reg. Professional Surveyor No. 5036
BUSH SURVEYING, INC.
1904 Fortview Road
Austin, Texas 78704

1-15-99
Date

STATE OF TEXAS
REGISTERED
TIMOTHY D. HEARITIGE
5036
PROFESSIONAL
LAND SURVEYOR

BUSH SURVEYING, INC.
1904 Fortview Road Austin, Texas 78704
(512)442-0990

NOTES:

1. City of Jonestown Development permit required prior to any site development.
2. No objects, including but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by the City of Jonestown.
3. All drainage easements on private property shall be maintained by the property owner or assigns.
4. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
5. No structure in this subdivision shall be occupied until connected to a private on-site wastewater disposal system which has been approved by the LCRA on-site wastewater facility department.
6. No structure in this subdivision shall be occupied until connected to a potable water supply with adequate quantity for family use and operation of an approved private on-site wastewater disposal system.
7. No water well may be installed within 100 feet of an on-site wastewater disposal system nor may an on-site wastewater disposal system be installed within 100 feet of a water well.
8. A portion of this property is located in the 100 year flood plain (Zone AE-716') as shown on the Federal Emergency Management Agency's Flood Insurance Rate Map, Community Panel Number 481026 0280 E, dated June 16,1993.
9. Minimum Slab Elevations for any structure to be used for human habitation in this subdivision will be 717' mean sea level.
10. All lots in this subdivision have 10' Front Public Utility Easements (P.U.E.), 10' Side P.U.E.'s, 7.5' Rear P.U.E.'s, 30' Front Building Setback Lines, 10' Side Building Setback Lines, and 30' Rear Building Setback Lines.
11. The following variences have been granted in this subdivision:
    a) Minimum lot width of 86 feet instead of 100 feet;
    b) side lot setback of 10 feet instead of 25 feet;
    c) single outlet road length of 1900 feet instead of 1200 feet.
12. Lot 39 is to provide access for the adjoining tract of land and the access easement shown hereon shall be developed for that purpose only. The remainder is hereby restricted from being developed for any residential or commercial purposes.

All property herein is subject to the Lower Colorado River Authority's Nonpoint-Source Polution (NPS) Control Ordinance. Should any lot be proposed for a use other than a single family residential, a LCRA NPS Development Permit, its successors and assign, may be required.

B. L. Crittendon — 1/15/99
Lower Colorado River Authority — Date

Each and every on-site sewage facility installed within this subdivision must be permitted, inspected and licensed for operation under those terms, standards and requirements of the Texas Natural Resource Conservation Commission and Lower Colorado River Authority as are in effect at the time such applications for permits and licenses are made. Steep slopes, shallow soils, heavy rock will likely require professionally designed systems in some instances.

B. L. Crittendon — 1/15/99
Lower Colorado River Authority — Date

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that on the _____ day of _____, 1998, A.D. the Commissioners Court of Travis County, Texas passed an order authorizing the filing for records of Long Hollow Estates in Book _____ Page _____. This plat and that said order was duly entered in the minutes of said court, Witness my hand and Seal of Office of the County Court of said County, this the _____ day of _____, 1999, A.D.

DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS

BY: _____
Deputy

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the 6th day of May, 19 99, A.D. at 3:39 o'clock P M. and duly recorded on the 6th day of May 19 99 A.D. at 3:39 o'clock P M. in the Plat Records of said County and State in Book _____ Page _____ Document # 199900147

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 6th day of May, 19 99, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
BY: Y Guerra
Deputy
Y. GUERRA

FILED FOR RECORD at 3:39 o'clock P M., this the 6th day of May, 19 99, A.D.

DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS
BY: Y Guerra
Deputy
Y. GUERRA

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

That I, Edward C. Moore, am authorized under the laws of the State of Texas to practice the Profession of Engineering, and hereby certify that this plat is feasible from an engineering standpoint, and is true and correct to the best of my knowledge.

The 100 year floodplain is contained in the drainage easements as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency's Flood Insurance Rate Map Community Panel Number 481026 0280 E, dated June 16, 1993.

Edward C. Moore 1-15-99
Edward C. Moore, P.E. 71199
LOOMIS & MOORE, INC.
3103 Bee Caves Road Suite 225
Austin, Texas 78746

IC/WAB

LONG HOLLOW ESTATES SUBDIVISION
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

TRV 1999129727 15 pgs

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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LONGHOLLOW VENTURE , A TEXAS JOINT VENTURE

THAT WHEREAS Flanders Partners, Ltd., a Texas limited partnership, hereinafter called the "DECLARANT", is the owner of that certain property described in Exhibit A attached hereto and made a part hereof, all of which said property is sometimes collectively referred to herein as the "Community" or the "Property"; and

WHEREAS, the DECLARANT has finally subdivided, platted, and approved the Property as more particularly described in Exhibit A attached hereto; and

WHEREAS, the DECLARANT desires to convey the Property subject to certain protective covenants, conditions, restrictions, rights and charges hereinafter set forth; and

WHEREAS, DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, DECLARANT hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property;

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Long Hollow Estates Owners Association, Inc. which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1.04 Assessments. "Assessments" shall mean assessments of the Association and includes both regular and special assessments.

1.05 Association. "Association" shall mean and refer to Long Hollow Estates Owners Association, Inc.

1.06 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association.

1.07 Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.08 Board. "Board" shall mean the Board of Directors of the Association.

1.09 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.

1.i0 DECLARANT. "DECLARANT" shall mean Flanders Partners, Ltd., a Texas limited partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Flanders Partners, Ltd. as DECLARANT must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument and as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or lots shall mean any unit or units of land within the Property.

1.14 Maintenance Fund. "Maintenance Fund" shall mean the fund which may be created by the Association for the receipts and disbursements of the Association.

1.15 Manager. "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions ofthe Association.

1.16 Member. "Member shall mean any person who is a member of the Association.

1.17 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.18 Owner(s,. "Owner(s)" shall mean the person or entity including DECLARANT, holding a fee simple interest in any portion of the Property, or any condominium unit situated on the Property, but shall not include the Beneficiary of a Mortgage.

1.19 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

1.20 Plans and Specification. "Plans and Specification" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement. 1.21Record, Recorded, and Recordation. "Record, Recorded, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas.

1.22 Recreation and Open Space. "Recreation and Open space" shall mean any portion of the Property hereafter designated by DECLARANT as common area thereafter to be held for recreational purposes for the benefit of all Owners; provided, however, that access to any Recreation and Open Space may be limited to persons currently paying assessments, fees and overcharges, or otherwise conditioned or restricted, or made available to non-owners. The Recreation and Open Space may be owned by DECLARANT, the Association, an unincorporated association in which all Owners shall be entitled to membership or by the Owners in individual interests. DECLARANT has no obligation to designate any Recreation and Open Space but may, at its sole discretion, elect to do so in the future. As of the date hereof, DECLARANT has hot designated any Recreation and Open Space.

1.23 Subdivision. "Subdivision" shall mean the finally platted and recorded subdivision.

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by DECLARANT, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

1.25 Long Hollow Estates Restrictions. "Long Hollow Estates Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Association Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect;

1.26 Association Rules. "Association Rules" shall mean the rules adopted by the Board pursuant to Section 5.04(C)

hereof, as they may be amended from time to time.

ARTICLE II
DEVELOPMENT OF THE PROPERTY

2.01 Development by DECLARANT. DECLARANT may divide or subdivide the Property into several areas, develop some of the Property and, at DECLARANT's option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, DECLARANT may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as DECLARANT may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in such area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

ARTICLE III
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Antennas. No exterior radio, television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or the Association Property without the prior written approval of the Board.

3.03 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when DECLARANT is the Owner thereof, DECLARANT may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee. Owners acknowledge and agree that as of the date of these Restrictions, the Declarant has received final subdivision approval for Long Hollow Estates.

3.04 Signs. No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for signs which are part of DECLARANT's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

3.08 Repair of Buildings. Ail Improvements Upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition and repair shall be final.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except

by DECLARANT, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.11 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in Recreation and Open Spaces designated for such Use by DECLARANT, or by the Association as to Association property.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of DECLARANT, such approval to include the nature, size, duration and location of such structure.

3.13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. The Owners shall have the right to drill, maintain, and operate a water well on their Lot provided that the water therefrom is used only on that Lot.

3.14 Unsightly Articles/Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

3.15 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets not to exceed three in number such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry or livestock may be kept on any Lot. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose.

3.16 Mobile Homes or Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours.

3.17 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

ARTICLE IV
RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee Review. The Architectural Committee may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Building Height. Building height shall meet the requirements of the City of Jonestown. No building height shall be greater 28-feet without the prior written approval of the Architectural Committee and the City of Jonestown.

4.03 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. All single family dwellings shall contain not less than 2,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports; provided, however, that the Architectural Committee may reduce this requirement for particular Lots to not less than 1,800 square feet based upon the quality of construction and design of a proposed Improvement. Any such request for a reduction in the minimum square footage requirement below 2000 square feet shall be in writing and shall state the specific reasons therefor.

4.04 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

4.05 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat. No building shall be located nearer than ten (10) feet to any interior side Lot lines. No building shall be located nearer than thirty (30) feet from any rear or front Lot line. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot.

4.06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

ARTICLE V
LONG HOLLOW ESTATES OWNERS ASSOCIATION

5.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest.

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

(A) The Owner (including DECLARANT) of each Lot within the Community shall have one vote for each Lot so owned.

B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote DECLARANT shall have four (4) votes until the votes described in Subparagraph (A) of this Section and which are owned by persons or entities other than DECLARANT total, in the aggregate, eighty percent (80%) of the total number of votes. Thereafter, DECLARANT shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section.

5.04 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

(A)Association Property

(1) Ownership and Control. To accept, own, operate and maintain all Recreation and Open Space which may be conveyed or leased to it, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.

(2) Repair and Maintenance. To maintain in good repair and condition all lands, improvements, and other association property owned by or leased to the association.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B)Insurance. To obtain and maintain in effect policies of insurance which, in the Board, are reasonably necessary or appropriate to carry out the Association functions.

(C)Association Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of Association Property.

(D)Financing. To execute Mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces whether or not improved, from DECLARANT subject to such Mortgages or by assuming such Mortgages. The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessments of the Members, or otherwise, or any combination thereof, as may be deemed appropriate by DECLARANT or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(E)Records. To keep books and records of the association's affairs

(F)Other. To carry out and enforce all duties of the Association set forth in the Long Hollow Estates restrictions

5.05 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit

corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(A) Assessments. To levy assessments as provided in Article VIII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lots in the Community or onto any Recreation and Open Space for the purpose of enforcing the Long Hollow Estates Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Long Hollow Estates Restrictions, and the expense incurred by the Association in connection with the entry upon any Lots in the Community and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lots entered upon, shall be a lien upon the Lots entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for

regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions *and* suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Long Hollow Estates Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Long Hollow Estates Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against DECLARANT, its successors or assigns.

(C) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(1) Parks, parkways, campgrounds, boat docks, boat slips, boat launching ramps, or other recreational facilities or structures;

(2) Roads, streets, walks, driveways, parking lots, trails, and paths;

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and

(5) Any similar improvements or facilities.

Nothing above contained, however, shall be construed to permit the use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(D) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board.

(E) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(F) Association Property Service. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance of the Association Property.

(G) Other Areas. To maintain and repair easements, access easements, roads, roadways, parking lots, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes, and other areas of the Community, as appropriate.

(H) Recreational Facilities. To own, operate, maintain and repair any and all types of facilities for both active and passive recreation, including without limitation boat docks, boat slips, and boat launching ramps.

(I) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Longhollow Estates Restrictions.

(J) Construction on Association Property. To construct new improvements or additions to Association Property, subject to the approval of the Architectural Committee.

(K) Contracts, Property Ownership. To enter into contracts with DECLARANT and with other persons on such terms and provisions as the Board shall determine, and to acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

ARTICLE VI
ASSOCIATION PROPERTY

6.01 Use. Each Owner, the members of his family who reside with him, and each lessee of a Lot who resides on the Lot and the members of his family who reside with him on the Lot shall be entitled to use the Association Property subject to:

(A) The provisions of the Longhollow Estates Restrictions, and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;

(B) The right of the Association to impose dues and use fees;

(C) The right of the Association to suspend the rights to the use of any property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's property remains past due and unpaid;

(D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due to owing or to become due and owing to the Association;

(E) Such covenants, conditions, and restrictions as may have been imposed by the Association to prior owners on property of the Association.

6.02 Damages. Each Member and lessee described above shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional

misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several.

6.03 Damage and Destruction. In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VII
ARCHITECTURAL COMMITTEE

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. The following person is hereby designated as the initial Voting Member of the Committee: Hugo Verbhaeghe

7.02 Action by Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

7.03 Advisory Members. The Voting Members may from time to time designate Advisory members.

7.04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provide herein.

7.05 DECLARANT's Rights of Appointment. DECLARANT, its successors or assigns shall have the right to appoint and remove all members of the Committee. DECLARANT may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Committee.

7.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not at conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

7.07 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Except as provided in Sections 9.06 and 9.07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information, as it deems proper, including information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval.

No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Community. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08 Actions of the Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designations, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

7.11 Nonliability of Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

7.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Hugo Verhaeghe, Longhollow Estates Owners Association, Inc., 7610 Davy Dr., Leander, Texas 78641, or such other address as may be designated from time to time.

ARTICLE VIII
FUNDS AND ASSESSMENTS

8.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot in the Community whether or not improved. The level of Assessments shall be equal and uniform between all Lots. No Assessments hereunder shall be levied against DECLARANT or DECLARANT'S Lots.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.02 Maintenance Fund. The Board may establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to these Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended.

8.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Longhollow Estates Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the Beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Longhollow Estates Restrictions. The amount of any special Assessments shall be at the sole discretion of the Board.

8.05 Special Charges. In addition to the regular and special Assessments, the Board may levy such special charges, as it deems appropriate for the use by individual Members or guests of Members of any Association facilities. All special charges shall constitute a lien on the Lots assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article for regular and special Assessments.

8.06 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the property shall be obligated to pay interest at the rate of eight (8%) per annum but not to exceed the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

8.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 8.06 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale

and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request on any mortgagee holding a prior lien on any part of the Community, the Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

8.08 Recreation and Open Space. All Recreation and Open Space shall be exempt from the payment of any assessments levied by the Association, regular or special.

ARTICLE IX
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Property then subject to this Declaration.

9.02 Amendment.

(A) By DECLARANT. This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association. No amendment by DECLARANT shall be effective until there has been recorded in the deed records of Travis County, Texas, an instrument executed and acknowledged by DECLARANT and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes.

(B) By Owners. In addition to the method in Section 9.02 (A) this Declaration may be amended by the recording in the Travis County deed records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 5.03.

9.03 Utility Easements. The DECLARANT reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected, and maintained in and on any areas conveyed to the Association or reserved as Recreation and Open Space, sewer and other pipe-lines, conduits, wires and any public utility function beneath or above the surface of the ground, with the right of access to the same at any time for the purposes of repair and maintenance.

9.04 (not used)

9.05 Environmental. ALL OF THE PROPERTY COVERED BY THESE RESTRICTIONS IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA AND IS SUBJECT TO NUMEROUS RESTRICTIONS AND LIMITATIONS IN ADDITION TO THOSE SET OUT IN THESE RESTRICTIONS. IN THIS REGARD, OWNERS OF ANY LOT OR ANY PART OF THE PROPERTY HEREBY COVENANT AND AGREE THAT THEY WILL ALSO ABIDE BY ALL CONVENANTS AND RESTRICTIONS AS MORE PARTICULARLY DESCRIBED IN (i) DECLARATION OF RESTRICTIONS, DATED OCTOBER 7, 1996, EXECUTED BY THE VOLENTE GROUP OF TEXAS, LTD. AND LAKE TRAVIS INTERNATIONAL, LTD., AND RECORDED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, UNDER VOLUME 12801, PAGE 1048, AND (ii) DESIGNATION OF WATER QUALITY PROTECTION ZONE, DATED EFFECTIVE JULY 8, 1996, EXECUTED BY THE VOLENTE GROUP OF TEXAS, LTD. AND LAKE TRAVIS INTERNATIONAL, LTD., AND RECORDED IN VOLUME 12723, PAGE 604, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND (iii) FEDERAL FISH & WILDLIFE PERMIT, DATED OCTOBER 7, 1997, ISSUES TO FRANCOIS DENISE (PRT-806831).

9.06 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3) day (other than Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such

person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the Recitals and Declaration of this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.08 Exemption of DECLARANT. Notwithstanding anything in this Declaration to the contrary, neither DECLARANT nor any of DECLARANT's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of DECLARANT to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.09 Assignment of DECLARANT. Notwithstanding anything in this Declaration to the contrary, DECLARANT may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.10 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, DECLARANT, and/or the Board shall have the right to enforce all of the provisions of the Longhollow Estates Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Longhollow Estates Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.10 Construction.

(A) Restrictions Severable. The provisions of the Longhollow Estates Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

1. The individual owners of the Lots, hereby agree to and shall indemnify and save harmless each other from any and all liability, damage, expense, cause of action, suits, claims (including attorney's fees), or judgments arising out of or connected to the use of the joint access easement, except if such liability is caused by the sole act, failure to act, or negligence of the other party, its agents, employees, invitees, or guests.

2. The individual owners of the Lots agree to maintain at their own expense their respective property in good condition and to keep the joint use access easement

unobstructed.

3. The duration of this easement shall be perpetual.

4. The owner of each Lot agrees that nothing herein shall be construed as giving it any interest in any award or payment made to the other in connection with any exercise of eminent domain or transfer in lieu thereof which affects the other's property.

5. This agreement shall not be modified, amended or terminated by the joint action of the owner of each of the Lots described herein without the approval and request of the City of Austin Department of Planning and Development and the Travis County Transportation and Natural Resources Department, at the time of such modification, amendment, or termination.

EXECUTED to be effective this 21st **day of** October, **1999.**

OWNER:

LONGHOLLOW VENTURE
COMPOSED OF FLANDERS PARTNERS, LTD., VENTURER
BY: BRUGGE LIMITED, INC., GENERAL PARTNER.

HUGO VERHAEGHE, PRESIDENT

AND

LHV, INC.

HUGO VERHAEGHE, SECRETARY

BEFORE ME, the undersigned authority , a Notary Public in and for the State of Texas, on this day personally appeared Hugo Verhaeghe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of October 1999.

SEAL

NOTARY PUBLIC STATE OF TEXAS
WENDY A. BUTTERS
Notary Public, State of Texas
My Commission Expires
OCT. 17, 2000

Printed Name: W A Butters
Notary Public in and for the State of Texas
My Commission Expires _____

Return:
Chicago title

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

10-27-1999 02:55 PM 1999129727
OJEDAB $37.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

10/WAB
Ret to Chicago Title

TRV 1999131332 3 pgs

MODIFICATION TO LONG HOLLOW ESTATES SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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

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WHEREAS, LONGHOLLOW VENTURE, a Texas general partnership (hereinafter "Declarant"), has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for LONG HOLLOW ESTATES SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof filed of record under Document No. 199900247, Plat Records of Travis County, Texas, which Declaration is filed of record under Document No. 1999129727, Real Property Records of Travis County, Texas, (hereinafter referred to as the "Declaration"), imposing certain reservations, easements, restrictions, covenants, conditions, charges, and liens therein set forth for the benefit of all lots encompassed in said subdivision and each owner thereof; and,

WHEREAS, Article IV, Section 4.02 of the Declaration regarding building height states "no building height shall be greater 28-feet [sic] without the prior written approval of the Architectural Committee", and,

WHEREAS, Lot 8, Block A, LONG HOLLOW ESTATES, a subdivision in Travis County, Texas, aforesaid, is being conveyed to ERIC K SALYS and the said ERIC K. SALYS has applied for approval for a building height of 35' for the improvements to be constructed on said lot; and,

WHEREAS, Article IX, section 9.02(A) allows Declarant to amend said restrictive covenants so long as Declarant holds the majority of the votes of LONG HOLLOW ESTATES OWNERS ASSOCIATION (the "Association") and the President and Secretary of the Board of Directors of the Association certify that Declarant has the requisite number of votes to amend the same.

NOW, THEREFORE, Declarant, holder of the majority votes of the Association hereby amends the Declaration to impose a new height restriction of 35' for said Lot 8, Block A, LONG HOLLOW ESTATES,

aforesaid (which height restriction shall apply to all of the building area, meaning such area contained within the building setback lines). This Modification to the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration, and shall relate back to the date of the filing thereof

The President and Secretary of the Association execute the same to certify that Declarant has the requisite majority votes in the Association to allow this Amendment to take effect.

IN WITNESS WHEREOF, the undersigned, has executed this Modification to Declaration of Covenants, Conditions, and Restrictions, on the _____ day of October, 1999.

LONGHOLLOW VENTURE, a Texas general partnership

BY: FLANDERS PARTNERS, LTD., a Texas limited partnership, Venturer

By: BRUGGE LIMITED, INC., a Texas corporation, General Partner

By _____
HUGO VERHAEGHE, President

BY: LHV, INC., a Texas corporation, Venturer

By _____
HUGO VERHAEGHE, Secretary

Certified this ____ day of October, 1999,
by:

LONG HOLLOW ESTATES OWNERS ASSOCIATION

By _____
HUGO VERHAEGHE, President

By _____
HUGO VERHAEGHE, Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by HUGO VERHAEGHE, President on behalf of BRUGGE LIMITED, INC., a Texas corporation as Joint Venturer on behalf of LONGHOLLOW VENTURE, a Texas general partnership.

Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by _____ HUGO VERHAEGHE, Secretary on behalf of LHV, INC., a Texas corporation as Joint Venturer on behalf of LONGHOLLOW VENTURE, a Texas general partnership.

Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by HUGO VERHAEGHE, President and Secretary on behalf of LONG HOLLOW ESTATES OWNERS ASSOCIATION, a Texas corporation

Notary Public, State of Texas
MY COMMISSION EXPIRES _____

(Printed name of Notary)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

10-29-1999 02 35 PM 1999131332
OJEDAB $13 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

** TOTAL PAGE 04 **

10/WAB/9902074

LONG HOLLOW ESTATES SUBDIVISION
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

~~TRV 1999129727 15 pgs~~

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

Amend to attach Exh "A"

HW

LONGHOLLOW VENTURE , A TEXAS JOINT VENTURE

THAT WHEREAS ~~Flanders Partners, Ltd., a Texas limited partnership~~, hereinafter called the "DECLARANT", is the owner of that certain property described in Exhibit A attached hereto and made a part hereof, all of which said property is sometimes collectively referred to herein as the "Community" or the "Property", and

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RT

WHEREAS, the DECLARANT has finally subdivided, platted, and approved the Property as more particularly described in Exhibit A attached hereto, and

WHEREAS, the DECLARANT desires to convey the Property subject to certain protective covenants, conditions, restrictions, rights and charges hereinafter set forth, and

WHEREAS, DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, DECLARANT hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property,

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified

1 01 Architectural Committee "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of improvements upon the Property

1 02 Architectural Committee Rules "Architectural Committee Rules" (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee

1 03 Articles. "Articles" shall mean the Articles of Incorporation of Long Hollow Estates Owners Association, Inc which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended

1.04 Assessments "Assessments" shall mean assessments of the Association and includes both regular and special assessments

1 05 Association "Association" shall mean and refer to Long Hollow Estates Owners Association, Inc

1 06 Association Property "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association

1 07 Beneficiary "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust

1 08 Board. "Board" shall mean the Board of Directors of the Association

1.09 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended

1 i0 DECLARANT "DECLARANT" shall mean Flanders Partners, Ltd., a Texas limited partnership, its duly authorized representatives or their respective successors or assigns, provided that any assignment of the rights of Flanders Partners, Ltd as DECLARANT must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument and as it may be amended from time to time.

1.12 Improvement "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1 13 Lot "Lot" or lots shall mean any unit or units of land within the Property

1 14 Maintenance Fund "Maintenance Fund" shall mean the fund which may be created by the Association for the receipts and disbursements of the Association

1 15 Manager "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions ofthe Association

1 16 Member "Member shall mean any person who is a member of the Association

1 17 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1 18 Owner(s,. "Owner(s)" shall mean the person or entity including DECLARANT, holding a fee simple interest in any portion of the Property, or any condominium unit situated on the Property, but shall not include the Beneficiary of a Mortgage.

1 19 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

1.20 Plans and Specification. "Plans and Specification" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement. 1 21Record, Recorded, and Recordation. "Record, Recorded, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas

1 22 Recreation and Open Space. "Recreation and Open space" shall mean any portion of the Property hereafter designated by DECLARANT as common area thereafter to be held for recreational purposes for the benefit of all Owners, provided, however, that access to any Recreation and Open Space may be limited to persons currently paying assessments, fees and overcharges, or otherwise conditioned or restricted, or made available to non-owners The Recreation and Open Space may be owned by DECLARANT, the Association, an unincorporated association in which all Owners shall be entitled to membership or by the Owners in individual interests DECLARANT has no obligation to designate any Recreation and Open Space but may, at its sole discretion, elect to do so in the future. As of the date hereof, DECLARANT has hot designated any Recreation and Open Space

1.23 Subdivision. "Subdivision" shall mean the finally platted and recorded subdivision

1.24 Supplemental Declaration "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by DECLARANT, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

1.25 Long Hollow Estates Restrictions "Long Hollow Estates Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Association Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect,

1.26 Association Rules. "Association Rules" shall mean the rules adopted by the Board pursuant to Section 5.04(C)

hereof, as they may be amended from time to time.

ARTICLE II
DEVELOPMENT OF THE PROPERTY

2 01 Development by DECLARANT. DECLARANT may divide or subdivide the Property into several areas, develop some of the Property and, at DECLARANT's option, dedicate some of the Property as Recreation and Open Space As the Property is developed or dedicated, DECLARANT may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as DECLARANT may deem appropriate for a particular area Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof All lands, improvements and uses in such area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area

ARTICLE III
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3 01 Antennas No exterior radio, television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

3 02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or the Association Property without the prior written approval of the Board.

3 03 Subdividing No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee, provided, however, that when DECLARANT is the Owner thereof, DECLARANT may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee Owners acknowledge and agree that as of the date of these Restrictions, the Declarant has received final subdivision approval for Long Hollow Estates.

3 04 Signs No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for signs which are part of DECLARANT's overall marketing plan for the Property The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same

3 05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants Refuse, garbage and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view

3 06 Noise No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants

3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee

3 08 Repair of Buildings Ail Improvements Upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof The opinion of the Architectural Committee as to condition and repair shall be final

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee

3.10 Drainage There shall be no interference with the established drainage patterns over any of the Property, except

by DECLARANT, unless adequate provision is made for proper drainage and approved by the Architectural Committee

3 11 Hazardous Activities No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in Recreation and Open Spaces designated for such Use by DECLARANT, or by the Association as to Association property

3 12 Temporary Structures No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee, provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of DECLARANT, such approval to include the nature, size, duration and location of such structure

3 13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth The Owners shall have the right to drill, maintain, and operate a water well on their Lot provided that the water therefrom is used only on that Lot

3 14 Unsightly Articles/Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

3 15 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot The keeping of ordinary household pets not to exceed three in number such as dogs and cats is allowed, however, no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites No poultry or livestock may be kept on any Lot. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose.

3 16 Mobile Homes or Travel Trailers and Recreational Vehicles No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours

3 17 Fences The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property

ARTICLE IV
RESIDENTIAL RESTRICTIONS

4 01 Residential Use All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee Review The Architectural Committee may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots

4 02 Building Height Building height shall meet the requirements of the City of Jonestown No building height shall be greater 28-feet without the prior written approval of the Architectural Committee and the City of Jonestown.

4 03 Building Materials, Dwelling Size All single family dwellings shall be of recognized standard construction quality, and shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee All single family dwellings shall contain not less than 2,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports, provided, however, that the Architectural Committee may reduce this requirement for particular Lots to not less than 1,800 square feet based upon the quality of construction and design of a proposed Improvement Any such request for a reduction in the minimum square footage requirement below 2000 square feet shall be in writing and shall state the specific reasons therefor

4.04 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee

4 05 Set-back Requirements No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat. No building shall be located nearer than ten (10) feet to any interior side Lot lines. No building shall be located nearer than thirty (30) feet from any rear or front Lot line, For purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot

4 06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes

ARTICLE V
LONG HOLLOW ESTATES OWNERS ASSOCIATION

5 01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration

5 02 Membership Any Person or entity upon becoming an Owner shall automatically become a member of the Association Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest

5 03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows

(A) The Owner (including DECLARANT) of each Lot within the Community shall have one vote for each Lot so owned

B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote DECLARANT shall have four (4) votes until the votes described in Subparagraph (A) of this Section and which are owned by persons or entities other than DECLARANT total, in the aggregate, eighty percent (80%) of the total number of votes Thereafter, DECLARANT shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section.

5.04 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties

(A)Association Property

(1) Ownership and Control To accept, own, operate and maintain all Recreation and Open Space which may be conveyed or leased to it, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association

(2) Repair and Maintenance. To maintain in good repair and condition all lands, improvements, and other association property owned by or leased to the association

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B)Insurance. To obtain and maintain in effect policies of insurance which, in the Board, are reasonably necessary or appropriate to carry out the Association functions

(C)Association Rules and Bylaws To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of Association Property

(D)Financing To execute Mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces whether or not improved, from DECLARANT subject to such Mortgages or by assuming such Mortgages The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessments of the Members, or otherwise, or any combination thereof, as may be deemed appropriate by DECLARANT or the Association, as the case may be, but subject to the limitations imposed by this Declaration

(E)Records To keep books and records of the association's affairs

(F)Other To carry out and enforce all duties of the Association set forth in the Long Hollow Estates restrictions

5.05 Powers and Authority of the Association The Association shall have the powers of a Texas nonprofit

corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows

(A) Assessments. To levy assessments as provided in Article VIII below An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made

(B) Right of Entry and Enforcement To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lots in the Community or onto any Recreation and Open Space for the purpose of enforcing the Long Hollow Estates Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Long Hollow Estates Restrictions, and the expense incurred by the Association in connection with the entry upon any Lots in the Community and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lots entered upon, shall be a lien upon the Lots entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for

regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions *and* suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Long Hollow Estates Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Long Hollow Estates Restrictions, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against DECLARANT, its successors or assigns

(C) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder

(1) Parks, parkways, campgrounds, boat docks, boat slips, boat launching ramps, or other recreational facilities or structures,

(2) Roads, streets, walks, driveways, parking lots, trails, and paths,

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and

(5) Any similar improvements or facilities

Nothing above contained, however, shall be construed to permit the use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration

(D) Manager To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board

(E) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association

(F) Association Property Service To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance of the Association Property.

(G) Other Areas. To maintain and repair easements, access easements, roads, roadways, parking lots, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes, and other areas of the Community, as appropriate

(H) Recreational Facilities. To own, operate, maintain and repair any and all types of facilities for both active and passive recreation, including without limitation boat docks, boat slips, and boat launching ramps

(I) Other Services and Properties To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Longhollow Estates Restrictions

(J) Construction on Association Property To construct new improvements or additions to Association Property, subject to the approval of the Architectural Committee.

(K) Contracts, Property Ownership. To enter into contracts with DECLARANT and with other persons on such terms and provisions as the Board shall determine, and to acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

ARTICLE VI
ASSOCIATION PROPERTY

6 01 Use. Each Owner, the members of his family who reside with him, and each lessee of a Lot who resides on the Lot and the members of his family who reside with him on the Lot shall be entitled to use the Association Property subject to

(A) The provisions of the Longhollow Estates Restrictions, and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith,

(B) The right of the Association to impose dues and use fees,

(C) The right of the Association to suspend the rights to the use of any property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's property remains past due and unpaid;

(D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due to owing or to become due and owing to the Association,

(E) Such covenants, conditions, and restrictions as may have been imposed by the Association to prior owners on property of the Association.

6.02 Damages Each Member and lessee described above shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional

misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several

6 03 Damage and Destruction In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly, but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VII
ARCHITECTURAL COMMITTEE

7.01 Membership of Committee The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate The following person is hereby designated as the initial Voting Member of the Committee Hugo Verbhaeghe

7.02 Action by Committee Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members

7.03 Advisory Members The Voting Members may from time to time designate Advisory members

7 04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provide herein.

7 05 DECLARANT's Rights of Appointment DECLARANT, its successors or assigns shall have the right to appoint and remove all members of the Committee. DECLARANT may delegate this right to the Board by written instrument Thereafter, the Board shall have the right to appoint and remove all members of the Committee

7 06 Adoption of Rules The Architectural Committee may adopt such procedural and substantive rules, not at conflict with this Declaration, as it may deem necessary or proper for the performance of its duties

7 07 Review of Proposed Construction Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Except as provided in Sections 9 06 and 9 07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee The Architectural Committee shall review Plans and Specifications submitted for its review and such other information, as it deems proper, including information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval

No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Community. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7 08 Actions of the Committee The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designations, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7 09 No Waiver of Future Approvals The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person

7 10 Work in Progress The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

7 11 Nonliability of Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

7 12 Address Plans and Specifications shall be submitted to the Architectural Committee in care of Hugo Verhaeghe, Longhollow Estates Owners Association, Inc , 7610 Davy Dr , Leander, Texas 78641, or such other address as may be designated from time to time

ARTICLE VIII
FUNDS AND ASSESSMENTS

8 01 Assessments

(A) The Association may from time to time levy Assessments against each Lot in the Community whether or not improved The level of Assessments shall be equal and uniform between all Lots No Assessments hereunder shall be levied against DECLARANT or DECLARANT'S Lots

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article

8.02 Maintenance Fund The Board may establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to these Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended

8.03 Regular Annual Assessments Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Longhollow Estates Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid All such regular Assessments shall be due and payable to the Association at the Beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8.04 Special Assessments In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Longhollow Estates Restrictions The amount of any special Assessments shall be at the sole discretion of the Board

8.05 Special Charges In addition to the regular and special Assessments, the Board may levy such special charges, as it deems appropriate for the use by individual Members or guests of Members of any Association facilities All special charges shall constitute a lien on the Lots assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article for regular and special Assessments

8 06 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such Assessments No Owner may exempt himself from liability for such Assessments In the event of default in the payment of any such Assessment, the Owner of the property shall be obligated to pay interest at the rate of eight (8%) per annum but not to exceed the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees

8 07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 8 06 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale

and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request on any mortgagee holding a prior lien on any part of the Community, the Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due

8.08 Recreation and Open Space. All Recreation and Open Space shall be exempt from the payment of any assessments levied by the Association, regular or special.

ARTICLE IX
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2030, unless amended as herein provided After December 31, 2030, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Property then subject to this Declaration

9.02 Amendment

(A) By DECLARANT. This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association No amendment by DECLARANT shall be effective until there has been recorded in the deed records of Travis County, Texas, an instrument executed and acknowledged by DECLARANT and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes

(B) By Owners In addition to the method in Section 9 02 (A) this Declaration may be amended by the recording in the Travis County deed records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 5 03.

9 03 Utility Easements The DECLARANT reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected, and maintained in and on any areas conveyed to the Association or reserved as Recreation and Open Space, sewer and other pipe-lines, conduits, wires and any public utility function beneath or above the surface of the ground, with the right of access to the same at any time for the purposes of repair and maintenance.

9 04 (not used)

9 05 Environmental ALL OF THE PROPERTY COVERED BY THESE RESTRICTIONS IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA AND IS SUBJECT TO NUMEROUS RESTRICTIONS AND LIMITATIONS IN ADDITION TO THOSE SET OUT IN THESE RESTRICTIONS IN THIS REGARD, OWNERS OF ANY LOT OR ANY PART OF THE PROPERTY HEREBY COVENANT AND AGREE THAT THEY WILL ALSO ABIDE BY ALL CONVENANTS AND RESTRICTIONS AS MORE PARTICULARLY DESCRIBED IN (i) DECLARATION OF RESTRICTIONS, DATED OCTOBER 7, 1996, EXECUTED BY THE VOLENTE GROUP OF TEXAS, LTD AND LAKE TRAVIS INTERNATIONAL, LTD , AND RECORDED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, UNDER VOLUME 12801, PAGE 1048, AND (ii) DESIGNATION OF WATER QUALITY PROTECTION ZONE, DATED EFFECTIVE JULY 8, 1996, EXECUTED BY THE VOLENTE GROUP OF TEXAS, LTD AND LAKE TRAVIS INTERNATIONAL, LTD , AND RECORDED IN VOLUME 12723, PAGE 604, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND (iii) FEDERAL FISH & WILDLIFE PERMIT, DATED OCTOBER 7, 1997, ISSUES TO FRANCOIS DENISE (PRT-806831)

9 06 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail If delivery is made by mail, it shall be deemed to have been delivered on the third (3) day (other than Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such

person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association

9 07 Interpretation The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the Recitals and Declaration of this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas

9 08 Exemption of DECLARANT Notwithstanding anything in this Declaration to the contrary, neither DECLARANT nor any of DECLARANT's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of DECLARANT to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property

9.09 Assignment of DECLARANT. Notwithstanding anything in this Declaration to the contrary, DECLARANT may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.10 Enforcement and Nonwaiver

(A) Right of Enforcement Except as otherwise provided herein, any Owner at his own expense, DECLARANT, and/or the Board shall have the right to enforce all of the provisions of the Longhollow Estates Restrictions Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision

(B) Nonwaiver The failure to enforce any provision of the Longhollow Estates Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration

9 10 Construction

(A) Restrictions Severable The provisions of the Longhollow Estates Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof

(B) Singular Includes Plural Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

1. The individual owners of the Lots, hereby agree to and shall indemnify and save harmless each other from any and all liability, damage, expense, cause of action, suits, claims (including attorney's fees), or judgments arising out of or connected to the use of the joint access easement, except if such liability is caused by the sole act, failure to act, or negligence of the other party, its agents, employees, invitees, or guests

2 The individual owners of the Lots agree to maintain at their own expense their respective property in good condition and to keep the joint use access easement

unobstructed

3. The duration of this easement shall be perpetual

4 The owner of each Lot agrees that nothing herein shall be construed as giving it any interest in any award or payment made to the other in connection with any exercise of eminent domain or transfer in lieu thereof which affects the other's property

5 This agreement shall not be modified, amended or terminated by the joint action of the owner of each of the Lots described herein without the approval and request of the City of Austin Department of Planning and Development and the Travis County Transportation and Natural Resources Department, at the time of such modification, amendment, or termination

EXECUTED to be effective this 21st **day of** October, **1999.**

OWNER

LONGHOLLOW VENTURE
COMPOSED OF FLANDERS PARTNERS, LTD , VENTURER
BY BRUGGE LIMITED, INC , GENERAL PARTNER

HUGO VERHAEGHE, PRESIDENT

AND

LHV, INC

HUGO VERHAEGHE, SECRETARY

BEFORE ME, the undersigned authority , a Notary Public in and for the State of Texas, on this day personally appeared Hugo Verhaeghe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of October 1999

SEAL

WENDY A BUTTERS
Notary Public, State of Texas
My Commission Expires
OCT 17, 2000

Printed Name
Notary Public in and for the State of Texas
My Commission Expires _____

BUSH SURVEYING, INC.
1904 Fortview Road
Austin, Texas 78704
Phone (512) 442-0990
Fax (512) 442-1084

December 29, 1998

Exh "A"

FIELD NOTE DESCRIPTION OF 52.979 ACRES OF LAND OUT OF THE J.F. CARLTON SURVEY NO. 104, ABSTRACTS NO. 2512 AND 2536, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (869.729 ACRE-TRACT 3) TRACT OF LAND CONVEYED TO THE VOLENTE GROUP OF TEXAS, LTD. IN A SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 12702 PAGE 811 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (53.619 ACRE) TRACT OF LAND CONVEYED TO FLANDERS PARTNERS, LTD. IN A DEED AS RECORDED IN VOLUME 13215 PAGE 4096 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the southerly right-of-way line of Reed Park Road, being in the westerly line of that certain tract of land conveyed to the Volente Group of Texas, Ltd. in a deed as recorded in Volume 12702 Page 811 of the Real Property Records of Travis County, Texas, and being at the most easterly corner of that certain (3.00 acre) tract of land conveyed to David Mosqueda in a deed as recorded in Volume 5051 Page 1768 of the Deed Records of Travis County, Texas, and being for the most northwesterly corner of this tract,

THENCE, with the southerly right-of-way line of Reed Park Road the following four (4) courses:

1) along a curve to the left, having a radius of 327.97 feet, and a chord which bears N 48 deg. 34' 32" E 229.14 feet to a 1/2" iron rod found,
2) along a curve to the right, having a radius of 187.30 feet, and a chord which bears N 56 deg. 43' 23" E 179.42 feet to a 1/2" iron rod found, and from which another 1/2" iron rod found bears N 04 deg. 36' 48" W 80.00 feet,
3) N 85 deg. 23' 12" E 173.68 feet to a 1/2" iron rod found,.
4) along a curve to the left, having a radius of 300.90 feet, and a chord which bears N 70 deg. 55' 21" E 149.50 feet, to a 1/2" iron rod found at the most northerly northeast corner of this tract, and from which another 1/2" iron rod found bears N 36 deg. 16' 08" E 395.97 feet,

THENCE, leaving said right-of-way line, over and across said Volente tract S 46 deg. 35' 32" E 535.98 feet to a 1/2" iron rod set in a fence, being in the northwesterly line of that certain (160.00 Acre) tract of land conveyed to J.J. Carlton in a deed as recorded in Volume 454 Page 154 of the Deed Records of Travis County, Texas, being for the most easterly northeast corner of this tract, and from which a 1/2" iron pipe found bears N 27 deg. 42' 38" E 191.14 feet,

THENCE, with the common line between the Volente tract, and the Carlton tract, also being the common line between the J.F. Carlton Survey No. 104 and the Lucinda Levitt Survey No. 645 Abstract No. 483, S 27 deg. 42' 38" W passing a 1/2" iron pipe found under a fence at 140.23 feet, and passing a 2" iron pipe found at another 1323.99 feet, and passing a 3/4" iron pipe found at another 206.83 feet, in all 2095.74 feet to a point in the center of Long Hollow Branch, and being currently inundated by the backwaters of Lake Travis and being at the most southeasterly corner of this tract,

THENCE, with the center of said Long Hollow Branch the following two (2) courses:

1) S 78 deg. 51' 33" W 919.00 feet to a point currently inundated by the backwaters of Lake Travis,
2) N 50 deg. 06' 58" W 240.21 feet to a point at the southeasterly corner of that certain (160 acre) tract of land conveyed to A.A. Allen in a deed as recorded in Volume 2046 Page 454 of the Deed Records of Travis County, Texas, and being in the common line of said J.F. Carlton Survey No. 104 and the D. & W. Railroad Company Survey No. 103, Abstract No. 248, and being for the most southwesterly corner of this tract,

THENCE, with the common line of the Volente tract, and the Allen tract, being the common line of said J.F. Carlton Survey No. 104, and the D. & W. Railroad Survey No. 103 N 28 deg. 09' 07" E, passing a 1/2" iron rod set on the 716' contour line at 306.35 feet, and passing a 2" iron pipe found at another 859.64 feet, and passing a 3/4" iron pipe found at the southeast corner of the Mosqueda tract at another 479.96 feet, in all 2193.77 feet to the PLACE OF BEGINNING, in all containing 52.979 acres of land.

SURVEYED: October 13, 1998

BY:

STATE OF TEXAS
REGISTERED
TIMOTHY D HEARITIGE
5036
PROFESSIONAL
LAND SURVEYOR

Timothy D. Hearitige
Registered Professional Surveyor No. 5036

SEE ACCOMPANYING MAP NO. B 582018

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

11-16-1999 03 06 PM 1999140690
CARDENASR $41 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

AFTER RECORDING RETURN TO:
Chicago Title Insurance Company
1601 Rio Grande St., Ste. 300
Austin, Texas 78701

TRV 1999131332 3 pgs

MODIFICATION TO LONG HOLLOW ESTATES SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

4

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

3
BA

WHEREAS, LONGHOLLOW VENTURE, a Texas general partnership (hereinafter "Declarant"), has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for LONG HOLLOW ESTATES SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof filed of record under Document No. 199900247, Plat Records of Travis County, Texas, which Declaration is filed of record under Document No. 1999129727, Real Property Records of Travis County, Texas, (hereinafter referred to as the "Declaration"), imposing certain reservations, easements, restrictions, covenants, conditions, charges, and liens therein set forth for the benefit of all lots encompassed in said subdivision and each owner thereof; and,

WHEREAS, Article IV, Section 4.02 of the Declaration regarding building height states "no building height shall be greater 28-feet *[sic] without the prior written approval of* the Architectural Committee"; and,

WHEREAS, Lot 8, Block A, LONG HOLLOW ESTATES, a subdivision in Travis County, Texas, aforesaid, is being conveyed to ERIC K. SALYS and the said ERIC K. SALYS has applied for approval for a building height of 35' for the improvements to be constructed on said lot; and,

WHEREAS, Article IX, section 9.02(A) allows Declarant to amend said restrictive covenants so long as Declarant holds the majority of the votes of LONG HOLLOW ESTATES OWNERS ASSOCIATION (the "Association") and the President and Secretary of the Board of Directors of the Association certify that Declarant has the requisite number of votes to amend the same.

NOW, THEREFORE, Declarant, holder of the majority votes of the Association hereby amends the Declaration to impose a new height restriction of 35' for said Lot 8, Block A, LONG HOLLOW ESTATES,

MODF AGM 2005086783
4 PGS

***** THIS MODIFICATION IS BEING RE-RECORDED DUE TO THE ABSENCE OF THE NOTARY SEAL IN THE INITIAL RECORDING ********

aforesaid (which height restriction shall apply to all of the building area, meaning such area contained within the building setback lines). This Modification to the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration, and shall relate back to the date of the filing thereof.

The President and Secretary of the Association execute the same to certify that Declarant has the requisite majority votes in the Association to allow this Amendment to take effect.

IN WITNESS WHEREOF, the undersigned, has executed this Modification to Declaration of Covenants, Conditions, and Restrictions, on the _____ day of October, 1999.

LONGHOLLOW VENTURE, a Texas general partnership

BY: FLANDERS PARTNERS, LTD., a Texas limited partnership, Venturer

By: BRUGGE LIMITED, INC., a Texas corporation, General Partner

By _____
HUGO VERHAEGHE, President

BY: LHV, INC., a Texas corporation, Venturer

By _____
HUGO VERHAEGHE, Secretary

Certified this ____ day of October, 1999,
by:

LONG HOLLOW ESTATES OWNERS ASSOCIATION

By _____
HUGO VERHAEGHE, President

By _____
HUGO VERHAEGHE, Secretary

Return to:

Shelley O'Connor
1106 Keats Court
Lansdale, PA
19446-5300

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by HUGO VERHAEGHE, President on behalf of BRUGGE LIMITED, INC., a Texas corporation as Joint Venturer on behalf of LONGHOLLOW VENTURE, a Texas general partnership.

W. A. BUTTERS
MY COMMISSION EXPIRES
October 21, 2008

Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by _____ HUGO VERHAEGHE, Secretary on behalf of LHV, INC., a Texas corporation as Joint Venturer on behalf of LONGHOLLOW VENTURE, a Texas general partnership.

W. A. BUTTERS
MY COMMISSION EXPIRES
October 21, 2008

Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of October, 1999 by HUGO VERHAEGHE, President and Secretary on behalf of LONG HOLLOW ESTATES OWNERS ASSOCIATION, a Texas corporation.

W. A. BUTTERS
MY COMMISSION EXPIRES
October 21, 2008

Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

10-29-1999 02:35 PM 1999131332
OJEDAB $13.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

** TOTAL PAGE.04 **

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2005 May 17 03:34 PM 2005086783

KNOWLESR $20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

TRV
4 PGS
2018190270

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LONG HOLLOW ESTATES

Declaration of Covenants, Conditions, and Restrictions: Recorded as documents 1999129727 and 1999140690, both of the Official Public Records, Travis County, Texas, and all amendments thereto

Association: Long Hollow Estates Owners Association, Inc.

Subdivision Name: Long Hollow Estates

Owners holding at least 67% of the number of votes entitled to be cast approved the amendments to the Declaration that are attached as Exhibit A. The approval was by written ballot, and the number of votes in favor of the amendments exceeded the threshold for adoption established by Texas Property Code §209.0041.

LONG HOLLOW ESTATES
OWNERS ASSOCIATION, INC.

By: Scott Sewell
Scott Sewell, President

By:
Sue Anderson, Secretary

STATE OF TEXAS

COUNTY OF Harris

The undersigned, Scott Sewell, stated under oath that he is the President of Long Hollow Estates Owners Association, Inc. and that the statements in this instrument are true. The undersigned also acknowledged this instrument before me on the 12 day of Oct., 2018, on behalf of said corporation.

To certify which, witness my hand and seal of office.

MARIANNE EMILE MOUSAAD
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/10/2020
NOTARY ID 13065430-8

Marianne E. Mousaad
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

The undersigned, Sue Anderson, stated under oath that she is the Secretary of Long Hollow Estates Owners Association, Inc. and that the statements in this instrument are true. The undersigned also acknowledged this instrument before me on the 15 day of October, 2018, on behalf of said corporation.

To certify which, witness my hand and seal of office.

KARIE L. KEARNEY
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 12086177-7
03/27/2021

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Arnold and Associates
406 Sterzing St.
Austin, TX 78704

EXHIBIT A –AMENDMENTS TO DECLARATION

Amendments shown in italics

Article IV Residential Restrictions

4.03 Building Materials: Dwelling size.

First sentence revised as follows: All single family dwellings *and garages (attached or detached)* shall be of recognized standard construction quality, and shall be constructed of at least seventy-live percent (75%) masonry or other material specifically approved in writing by the Architectural Committee.

Article VII Architectural Committee

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. *The committee shall select a chairman who has the responsibility of guiding members through the plans and specifications approval process and can appoint members to various duties within the purview of the committee. The chairman will provide an activity summary report to the HOA members at the annual meeting.*

7.03 Advisory Members. The Voting Members may from time to time designate Advisory members. *No more than two advisory members can be given voting rights for circumstances where voting members are unavailable to meet the ACC review guidelines discussed in section 7.07.*

7.07 Review of Proposed Construction.

Last paragraph added: *Within 30 days of receipt of complete plans/specifications and all other information the Architectural Committee requires, the Architectural Committee will send in writing the committee's recommendation for approval, denial, or modifications to the proposed construction.*

7.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. *Upon discovery by, or actual notice to, the Architectural Committee that construction is not proceeding in conformity with approved Plans and Specifications, or is otherwise creating a concern, the Architectural Committee shall give written notice to the owner and the Board of Directors.*

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 10 2018 03:57 PM 2018190270

CAMPOSD: $38.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

4 pgs 2021258494

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LONG HOLLOW ESTATES

Declaration of Covenants, Conditions and Restrictions: Recorded as documents 1999129727 and 1999140690, both of the Official Public Records, Travis County, Texas, and all amendments thereto

Association: Long Hollow Estates Owners Association, Inc.

Subdivision Name: Long Hollow Estates

Owners holding at least 67% of the number of votes entitled to be cast approved the amendment to the Declaration that is attached as Exhibit A. The approval was by written ballot, and the number of votes in favor of the amendment exceeded the threshold for adoption established by Texas Property Code §209.0041.

LONG HOLLOW ESTATES
OWNERS ASSOCIATION, INC.

By: Scott Sewell
Scott Sewell, President

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 18th day of November, 2021, by Scott Sewell, in the capacity stated above.

JAMIE EVERETT NOTARY PUBLIC STATE OF TEXAS NOTARY ID 133039772 MY COMM. EXP. 04-12-2025

Jamie Everett
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A- AMENDMENT TO DECLARATION

Amendment shown in italics

Article III General Restrictions

3.15 Animals.

Third sentence in paragraph revised as follows: No poultry or livestock may be kept on any Lot, *except in special cases where a Lot owner wants a limited number of hens for specific reasons which conform to the requirements in the Special Addendum to the Declarations of Covenants. The Special Addendum outlining the guidelines/requirements for ownership of hens in our subdivision is attached as Exhibit B.*

After Recording Return To:
Scott Sewell
8205 Moonrise Trail
Jonestown, TX 78645

EXHIBIT B

SPECIAL ADDENDUM TO THE DECLARATIONS

Guidelines for allowing hens by homeowners

a. Allowance – no more than ten (10) female chickens (hens) may be maintained on any single lot or tract.
b. Male Chickens (Roosters) – it shall be prohibited for any person to own and/or raise any male chickens (roosters) within the community.
c. Running at-large prohibited- it shall be prohibited for any person owning hens to permit such hens to run at-large within the community.
d. Enclosure requirements – no person shall be allowed to maintain hens unless the following requirements are met:

- there shall be a minimum of three (3) square feet for each hen
- An enclosure shall be provided on the premises which shall not be closer than one hundred (100) feet to any building or dwelling occupied and/or used by human beings.
- The enclosure shall not be closer than twenty (20) feet from the adjacent property line.
- The enclosure must be in the rear of the property and not visible from the road.
- It shall be the responsibility of every person raising, keeping or harboring any hens to keep the premises and/or pen or other enclosure in a sanitary condition. This will be strictly enforced by the HOA and could lead to removal of the hens.
- The enclosure must be of such construction as will allow for ease of cleaning and kept in such a manner as not to become offensive to adjacent neighbors and homeowners.
- Approval of the enclosure and its materials will be rendered by the Architectural Committee after review of homeowner's plans and proposal.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021258494

Nov 23, 2021 10:34 AM
Fee: $38.00 AVILLARREAL

2 pgs 2021258495

NOTICE OF DEDICATORY INSTRUMENT

Declaration of Covenants, Conditions and Restrictions: Recorded as documents 1999129727 and 1999140690, both of the Official Public Records, Travis County, Texas, and all amendments thereto

Association: Long Hollow Estates Owners Association, Inc.

Subdivision Name: Long Hollow Estates

Pursuant to Texas Property Code §202.006, the Association gives notice that all property subject to the Declaration referenced above is also subject to the following dedicatory instrument:

Construction Standard Relating to Drainage, attached as **Exhibit A.**

This dedicatory instrument is complete, correct, and current as of the date of this Notice, but may be amended from time to time.

A current copy of the dedicatory instrument can be obtained from the Association's managing agent, Scott Sewell, 8205 Moonrise Trail, Jonestown, Tx 78645 or the successor managing agent shown in the most recent management certificate recorded in the County property records.

EXECUTED this 16 day of November, 2021.

LONG HOLLOW ESTATES
OWNERS ASSOCIATION, INC.

By: Scott Sewell
Scott Sewell, President

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 16th day of November 2021, by Scott Sewell, in the capacity stated above.

JAMIE EVERETT
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 133039772
MY COMM. EXP. 04-12-2025

Jamie Everett
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

LONG HOLLOW ESTATES OWNERS ASSOCIATION, INC.

CONSTRUCTION STANDARDS RELATING TO DRAINAGE

1. Owner must submit a Site Grading Plan (SGP) as part of the plan submission/approval process. The plan must show culvert size (if one is recommended in the SGP) calculations. This policy applies to construction:
   a. on vacant lots;
   b. involving re-grading of road right of way or driveways.

2. Upon substantial completion of construction that required a Site Grading Plan, the owner must provide to the Association a Certificate of Occupancy (CO) confirming that construction was completed in accordance with the engineered plans.

3. If the installation of a culvert pipe is recommended in the Site Grading Plan, the minimum culvert diameter for new driveway installations is 18 inches. A larger culvert will be required if necessary to handle surface water generated by a 25-year storm without adverse impact to downstream lots.

4. The foregoing are minimum standards. Additional standards relating to adequacy of drainage may be imposed as appropriate to individual lots.

After Recording Return To:
Scott Sewell
8205 Moonrise Trail
Jonestown, TX 78645