

STATE OF TEXAS §
COUNTY OF BURNET §

KNOW ALL PERSONS BY THESE PRESENCES:

SECOND AMENDMENT AND RESTATEMENT OF RESTRICTIVE COVENANTS

WHEREAS, on or about July 27, 1970, Windermere Oaks, Inc., Trustee, filed for record at Volume 182, Page 772, et seq., and under Clerk's File Code Number 2132 in the Official Public Records of Real Property Of Burnet County, Texas, the ADOPTION OF RESTRICTIVE COVENANTS with the RESTRICTIONS AND CONDITIONS OF SALE FOR CHESTERSHIRE SECTION, WINDERMERE OAKS SUBDIVISION ON LAKE TRAVIS, BURNET COUNTY, TEXAS, attached as Exhibit "A"; RESTRICTIONS AND CONDITIONS OF SALE FOR YORKSHIRE AND DEVONSHIRE SECTIONS, WINDERMERE OAKS SUBDIVISION ON LAKE TRAVIS, BURNET COUNTY, TEXAS, attached as Exhibit "B"; and RESTRICTIONS AND CONDITIONS OF SALE FOR ESSEX SECTION, WINDERMERE OAKS SUBDIVISION ON LAKE TRAVIS, BURNET COUNTY, TEXAS, attached as Exhibit "C," hereinafter called "the Original Restrictions," which provide that Windermere Oaks, Inc., Trustee, shall have the right, power, and authority to waive, alter, or modify the applicability of any of said restrictions to any lot in each of said Sections, when and to the extent that such waiver, alteration, or modification of restrictions shall not impair the quality of said Subdivision and the improvements erected thereon shall not result in detriment to the other property in said Subdivision, its decision and judgment in this regard being absolute and binding upon all parties; and which further provide that Windermere Oaks, Inc., Trustee, shall have the right to transfer to and vest in any association, architectural committee, or other person or corporation the rights reserved; and

WHEREAS, on or about February 28, 1971, Windermere Oaks, Inc., Trustee, signed and on March 8, 1971 filed for record at Volume 186, Page 773, et seq., and under Clerk's File Code Number 794 in the Official Public Records of Real Property Of Burnet County, Texas, the AMENDMENT OF RESTRICTIVE COVENANTS, which is applicable to Chestershire Section of the Subdivision, hereinafter called "the First Amendment", and

WHEREAS, on April 23, 1979, Thirty-nine Joint Venture filed for record in Volume 252, Page 745, et. seq. and under Clerk's File Number 3817 of the Deed Records of Burnet County, Texas, the Declaration of Covenants, Conditions and Restrictions (the "Section One Restrictions") for The Center Cove At Windermere Section One ("Cove Section One"); and

WHEREAS, on April 23, 1979, The Chase Corporation filed for record in Volume 262, Page 376, et. seq. and under Clerk's File Number 2017 of the Deed Records of Burnet County, Texas, the Declaration of Covenants, Conditions and Restrictions (the "Section Two Restrictions") for The Center Cove At Windermere Section Two ("Cove Section Two"); and

WHEREAS, on April 23, 1979, Forty-One Joint Venture, filed for record in Volume 293, Page 376, et. seq. and under Clerk's File Number 10647 of the Deed Records of Burnet County, Texas, the Declaration of Covenants, Conditions and Restrictions (the "Section Three Restrictions") for The Center Cove At Windermere Section Three ("Cove Section Three"); and

WHEREAS, on or about December 30, 1981, The Chase Corporation filed for record in Volume 280, Page 899 et seq. and under Clerk's File Number N-070 of the Deed Records of Burnet County, Texas, the Covenants, Restrictions and Declarations (the "Hill Restrictions") for that certain 8.372 acre tract of land more particularly described therein and sometimes hereinafter referred to as the "Hill"; and

WHEREAS, pursuant to the requirements of the Section Three Restrictions, the requisite number of lot owners in Cove Section Three have executed this Second Amendment and Restatement of Restrictive Covenants for the purpose of amending and restating the Section Three Restrictions; and

WHEREAS, Windermere Oaks, Inc., Trustee, transferred all of its rights as Declarant under the Original Restrictions to Chase Corporation by that one certain Assignment filed on

0754 0501
in that certain
BURNET COUNTY, TEXAS

January 24, 1996, at Volume 679, Page 826, et seq. and under Clerk's File Number 668 in the Real Property Records of Burnet County, Texas; and

WHEREAS, Chase Corporation has transferred all of its rights as Declarant under the Original Restrictions by that one certain Assignment of Rights filed on July 25, 1996, at Volume 706, Page 494, et seq. and under Clerk's File Number 6425 in the Real Property Records of Burnet County, Texas to Windermere Oaks Property Owners' Association, the present owner and holder of such rights; and

WHEREAS, Windermere Oaks Property Owners' Association, hereinafter called the "Association", has been asked to exercise its right to alter or modify the Original Restrictions, as amended, in a way that will not impair the quality of said Subdivision and the improvements erected thereon and which shall not result in detriment to the other property in said Subdivision, by a majority of the members of the Association voting upon the proposed alterations and modifications of the Original Restrictions, as amended;

NOW THEREFORE, the Association, in the exercise of its rights, power and authority of the Declarant under the Original Restrictions and the requisite number of lot owners in Cove Section Three required under the terms of the Section Three Restrictions, hereby adopt the following alterations and modifications to the Original Restrictions and the First Amendment and the Section Three Restrictions and restate all such restrictions, hereinafter collectively called the "Restated Restrictions":

DEFINITIONS. Definitions of some terms used in these Restated Restrictions are as follows: "DEVELOPER" shall mean Windermere Oaks, Inc., its successors or assigns. "ASSOCIATION" shall mean Windermere Oaks Property Owners' Association. "PURCHASER" as used herein, shall mean any person or entity who holds an interest in a lot or tract in the Subdivision as a purchaser under an executory contract for the purchase of a lot, which will not be completed within ninety (90) days of its signing, but which provides for payments to the Owner prior to completion. "OWNER" as used herein, shall mean the owner of record in the Official Public Records of Real Property of Burnet County, Texas and shall exclude anyone holding an interest merely as security for a debt or contract. An Owner, anyone holding an interest merely as security for a debt or contract, or a Purchaser shall comply with all provisions of the Restated Restrictions, as they may be further amended from time to time, as if they were an Owner. "COMMON AREA" shall mean any real property and improvements thereon owned by the Association or which are designated as common area or open area on any recorded plat of any section of the Subdivision, whether or not the Association is vested with title thereto and shall include the area within any easement within which the Association maintains, including, but not limited to, roads, pools, boat docks and ramps, parking areas, and water and sewer system easements but excluding, however, the swimming pool area located in, and shown on the recorded plat of, Section 5 of the Hill, it being understood that the Association does not own, and has no responsibility for the maintenance and repair of, the swimming pool located in such area. Nothing contained in these Restated Restrictions shall be construed to vest title to any Common Area in the Association or to divest title or ownership of any Common Area from the existing owner thereof. "SUBDIVISION" shall mean all of the subdivisions and sections, together, it being the intent of the members of the Association to combine all of the sections into one subdivision by this document and shall include all the property in Chestershire Section, Yorkshire Section, Devonshire Section and Essex Section of Windermere Oaks Subdivision, Cove Sections One, Two and Three and the "Fill"; provided, however, the Section One Restrictions, the Section Two Restrictions and the Hill Restrictions have not been amended or restated by these Restated Restrictions and shall remain in full force and effect to the extent not in conflict with the provisions of these Restated Restrictions.

1. USE. All lots in the Subdivision shall be used exclusively for single family residential purposes except those lots that may be designated as Multiple Dwelling or Commercial on any currently effective recorded plat of property in the Subdivision. Lots may be combined by replating as permitted by the Commissioners Court of Burnet County and all other governmental authorities having jurisdiction, provided, however, that until such time as a residence is constructed on the combined lots, such replatted lots shall continue to be

subject to all dues and assessments imposed under the Restated Restrictions as if they had not been so combined. Commencing with the year following the completion of construction of a residence on any combined and replatted lots, such lots shall be treated as one lot for purposes of the imposition and payment of all dues and assessments imposed under these Restated Restrictions and for all other purposes. Subject to approval by the Commission's Court of Burnet County and all other governmental authorities having jurisdiction, a single lot may be subdivided for the sole purpose of vesting ownership of such lot in the owners of the lots contiguous to the subdivided lot. In such event, all dues and assessments attributable to the subdivided lot shall be assessed against the contiguous lot owners in the proportion that the land area of the portion of the subdivided lot owned by each contiguous lot owner bears to the total land area of the subdivided lot. Commencing with the year following the construction of a resident on any such subdivided lot and contiguous lot, that portion of the subdivided lot on which a residence is constructed shall be considered part of the contiguous lot for purposes of the imposition of all dues and assessments under the Restated Restrictions. In no event shall a residence be constructed solely on one portion of a subdivided lot. There shall be no other replating or subdivision of lots in the Subdivision without the prior written approval of the Board of Directors of the Association.

2. SINGLE FAMILY RESIDENCES. Not more than one single family dwelling house may be erected or placed on any lot and all lots shall be used only for single family residential purposes, except those lots on which there are presently located multi-family residential buildings in the sections known as "The Hill at Windermere." Such buildings may and shall continue to be maintained in accordance with the provisions of these Restated Restrictions, but shall not be expanded. No used structure, no mobile home, and no prefabricated structures, including but not limited to storage buildings, shall be moved onto any lot either temporarily or permanently. No structure of a temporary character, tent, or shack, shall be placed on any lot at any time and no such structure or other outbuilding, basement, or garage shall be used as a residence either temporarily or permanently. Any garage or outbuilding shall be constructed strictly in accordance with the plans approved by the Architectural Control Committee. All improvements shall be completed within eight (8) months of beginning construction. The Architectural Control Committee shall have the authority to extend this time, provided that it does so in writing, after an application in writing is submitted to it explaining the reason for the need for additional time. No septic tank or drainage field shall be installed or allowed, if built after January 1, 1996. If, pursuant to Paragraph 1 of these Restated Restrictions, more than one lot is used for construction of a dwelling house, such combined lots shall be considered as one lot for the purposes of these Restated Restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding, or other similar material on outside walls.

3. SIZE AND CONSTRUCTION. Except on the Hill, no house built after the date of filing of these Restated Restrictions shall have less than 1800 square feet of floor space in the living area, exclusive of porches and garage areas when measured to and including exterior walls. No house built on a lot in the Hill after the date of filing of these Restated Restrictions shall have less than 1,400 square feet of floor space in the living area, exclusive of porches and garage areas when measured to and including exterior walls. Any house containing less than 1,800 square feet (or 1,400 square feet in the case of a house on the Hill) constructed prior to the date of filing of these Restated Restrictions in accordance with the provisions of the Original Restrictions may be maintained or reconstructed in the event of damage or destruction thereof. Any garage or carport must be permanently attached to a house by a common wall or covered walkway having a solid roof of the same roofing material as the house to which such walkway is attached. All wood or other materials on exterior walls, as permitted at the sole discretion of the Architectural Control Committee, other than stone, must be painted or stained with at least two coats of paint or stain, and properly maintained by repainting when necessary to prevent discoloration or as otherwise needed, as determined at the sole discretion of the Architectural Control Committee. Brick is not a permitted exterior material and may not be approved for use by the Architectural Control Committee. All dwellings and other structures RECORDED shall be kept and maintained in good repair and must be painted when necessary. INTERESTIVE TEXAS attractiveness, unless treated and stained wood is used.

0754 0503

4. ARCHITECTURAL CONTROL. The Board of the Association shall appoint the Architectural Control Committee and shall establish the rules by which it is governed. All plans must be of the quality of those prepared by an engineer, architect or certified house planner to be considered by the Architectural Control Committee. No improvements shall be placed or altered on any lot until the building plans and specifications and the plot plan showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee, in its sole discretion. The Architectural Control Committee shall have forty-five (45) days after the submission of two copies of properly and professionally prepared architectural plans, including a site plan, specifications of materials, and the \$500.00 road usage fee, to accept or reject the plans, specifications of materials, or site plans. If the plans, specifications of materials or site plan have not been accepted or rejected, or accepted subject to changes, within forty-five (45) days of submission, the same shall be deemed accepted. No plans, specifications or site plans shall be approved or deemed approved or accepted so long as the Owner desiring such approval is delinquent in the payment of any assessment or any other amount owed under these Restated Restrictions with respect to any Lot owned by said Owner. Upon acceptance or rejection, or acceptance with changes, one copy of the plans, specifications and site plans so marked, dated, and signed by an authorized member of the Architectural Control Committee shall be returned to the Owner marked "Accepted," or "Rejected"; with the reason for rejection, or "Accepted with the following changes," with the changes listed. If plans are resubmitted after the causes for rejection are corrected or acceptance with changes have been accepted by the Owner, the Architectural Control Committee shall have an additional twenty (20) days to make its further decisions, which shall be noted in the same manner as above for original submissions. The Architectural Control Committee shall determine whether the same meets the specific requirements of the Restated Restrictions. In addition, and without limitation, the Architectural Control Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Architectural Control Committee may, but shall not be required to, adopt and amend guidelines not inconsistent with these Restated Restrictions, with approval by the Board of the Association, which may be filed with the County Clerk, but which, whether or not so filed, will be binding on each Purchaser or Owner, their contractors and agents. The approval of the Architectural Control Committee is for the purposes of the Association only, and no other person or entity may rely upon it. If an Owner wants to have plans or construction assured to be sufficient for the purposes of building and occupation, the Owner must seek review of the plans and construction by a competent inspector, engineer, or architect. No fence, wall or hedge shall be built on any lot without the prior written approval by the Architectural Control Committee. In no event shall any fence, wall or hedge (i) unreasonably impair the view of Lake Travis from any lot in the Subdivision as determined by the Architectural Control Committee in its sole discretion; (ii) extend beyond or violate any building setback line affecting the lot on which such fence, wall or hedge is constructed or (iii) exceed 2-1/2 feet in height (excluding columns which may not exceed 3 feet in height) along any portion of the fence, wall or hedge located between a residence and any street. Any such fence, wall or hedge located in the front of a residence or between a residence and any street on which such residence fronts shall be decorative in nature and shall not be functional or containment type fences, walls or hedges. Subject, as aforesaid, to the prior written approval of the Architectural Control Committee as to the design and materials therefore, containment fences may be permitted by the Architectural Control Committee in the rear of a residence provided (i) the Architectural Control Committee may impose such screening requirements as it deems necessary or appropriate to assure that any such fence, wall or hedge is aesthetically compatible with the surrounding environment as determined by the Architectural Control Committee in its sole discretion; (ii) no solid fences or walls shall be permitted or approved by the Architectural Control Committee; and (iii) no such fence, wall or hedge shall exceed 4 feet in height. In no event shall any chain link or wire fences or fencing materials be used or approved for use by the Architectural Control Committee. Any fence, wall or hedge in existence on January 1, 1996 may be maintained or reconstructed or repaired in the event of damage or destruction thereof. The Architectural Control Committee may also approve the construction of walls or barriers for the purpose of containing water, provided the Architectural Control Committee shall approve in writing, in advance, the plans and specifications for any such wall or barrier and shall consider the effect of such wall or barrier on all lots or Common Areas which may, in any way, be affected by the construction of such wall or barrier. No manufactured or prefabricated residences shall be constructed or

RECORD
OFFICE
BIRMINGHAM
TEXAS
504

maintained within the Subdivision or approved for construction by the Architectural Control Committee. The Architectural Control Committee shall have the unlimited right and authority, in its sole discretion, to disapprove any plans and specifications for a residence which, if constructed, would be the same as, or substantially similar to, an existing residence in the Subdivision or which is the same or substantially similar to any proposed residence, the plans and specifications for which have been approved by the Architectural Control Committee. The reference to "wall" in this paragraph does not refer to the walls of the dwelling constructed on the lot, which are under a roof. No exterior antenna, receiving or transmitting device of any kind, including but not limited to radio, citizen's band, short wave, ham, television, microwave or satellite dish larger than one meter in diameter shall be erected, constructed, or placed or permitted on any lot, except as hereinafter permitted or as permitted, in advance, by the Architectural Control Committee, in its sole discretion. Any such permitted antenna, satellite dish or other device shall, to the greatest reasonable extent be hidden from public view and shall be enclosed by a fence, wall, shrubbery or other screening materials all as approved by the Architectural Control Committee. The Board of Directors of the Association upon recommendation of the Architectural Control Committee shall be permitted in its sole discretion, to authorize variances from the provisions of these Restated Restrictions in unusual circumstances where the application of the Restated Restrictions to a particular lot creates an economic hardship or other inconvenience due to the topography of such lot. Further, any decision by the Architectural Control Committee may be appealed to the Board of Directors of the Association. Nothing contained herein and no decision of the Architectural Control Committee or the Board of Directors of the Association shall contravene or conflict with the provisions of the Telecommunications Act of 1996 or any regulations promulgated thereunder by the Federal Communications Commission or any other governmental agency having jurisdiction. Any antenna or satellite dish in existence on January 1, 1996 may be maintained or repaired or replaced in the event of damage or destruction thereof.

5. SET BACK. Except in Cove Sections One, Two and Three, no portion of any building shall extend nearer than 20 feet to any road right-of-way, nor nearer than 5 feet to any property line, unless a variance of this restriction is approved in writing by the Architectural Control Committee, based on difficulty of terrain. There shall be no setback lines or requirements for any lot in Cove Sections One, Two and Three.

6. SEWAGE AND WATER SUPPLY. No lot shall be occupied, temporarily or permanently, until water and sewage service has been connected to the improvements thereon by Windermere Oaks Water Supply Corporation, or the water service company then servicing the Subdivision (the "Water Company"). No individual water well shall be allowed on any lot. No outside toilet will be permitted. All lavatories, toilet and bath facilities shall be constructed indoors and shall be connected to the central water and sewage collection and disposal system, except that a portable toilet shall be required on the lot during the time of construction for use by the workers during construction. Upon completion of the construction, the portable toilet shall be promptly removed. All portable toilets shall be kept in a sanitary condition during the time of their use. Drainage of sewage or disposition of refuse, garbage or debris into a street, road, ditch, canal, channel or other waterway, either directly or indirectly, is prohibited. All lots shall be individually metered. Each Purchaser or Owner shall pay for the placement and maintenance of any water or sewer lines from the mains. Each Purchaser or Owner shall pay the charges, rates and tariffs set by the Water Company as not disapproved by the Texas Natural Resource Conservation Commission or other governmental agency having jurisdiction. Any of the above charges for availability, construction and connection which are not paid within 30 days after they become due shall be increased by 10% over the charge, and these charges, if unpaid shall constitute a lien against any lot, tract or parcel of land. In addition, such charges when due shall be subject to such penalties, interest and liens securing same which may be levied or imposed by the Water Company from time to time pursuant to its lawful authority to do so; provided, however, any lien granted herein or which may be imposed by the Water Company to secure the payment of its charges shall be subordinate and inferior to any first mortgage or construction lien against any lot, tract or parcel of land in the Subdivision. The lien of the Association granted under paragraph 13 of these Restated Restrictions and the lien of the Water Company shall be of equal force and dignity.

0754 0505

OFFICE OF THE ASSOCIATION
1301 FORT WORTH AVENUE, SUITE 1000
FORT WORTH, TEXAS 76102-4000
PHONE: 817.339.1300
FAX: 817.339.1301
WWW.ASOCIATION.COM

7. VEHICLES. Inoperable vehicles are defined as those which are not operable in fact or those which are not licensed and inspected as required for operation on the streets of Texas. No inoperable vehicle and no camper, trailer, recreational vehicle, motor home, boat, either on or off a trailer (except at boat docks), commercial trailer or truck exceeding two (2) axes shall be parked on any lot or in the street in front of any lot or in any Common Area for more than 72 hours unless in an area designated for such purpose by the Board of Directors of the Association. In addition, no tractor or truck (excluding sport utility vehicles) weighing in excess of one ton shall be parked on any lot or in the street in front of any lot without the prior written consent of the Board of Directors of the Association. No boat, camper, motor home, or recreational vehicle shall be used as a residence at any time. Except as expressly provided in these Restated Restrictions, there shall be no obstruction of the Common Area within the Subdivision. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors of the Association. Without limiting the foregoing, no boat, boat or other trailer, mobile home, travel trailer, camper, recreational vehicle, motor home or truck shall be parked or stored within the Common Area at any time. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in the Common Area. No fences, hedges or walls shall be erected or maintained within the Common Area except such as are installed as part of the initial or subsequent construction of the buildings and other improvements located thereon or as approved by the Board of Directors of the Association. Except for the right of ingress and egress and the right and easement of enjoyment granted in these Restated Restrictions and as otherwise permitted in these Restated Restrictions, lot owners are prohibited from using any property outside the exterior property lines of their lot, except as may be allowed by the Board of Directors of the Association. Any cooperative actions necessary or appropriate to the proper maintenance and upkeep of the Common Area, including, but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors of the Association. In the event a dwelling is on a lot located in Cove Section One, Two or Three or the Hill which is not designed for on-site parking of automobiles, then ownership of each such lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces as assigned by the Board of Directors of the Association, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress to and from said parking area. The use of all other parking areas situated within the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association including the assignment of areas where boats, personal watercraft and boat and other trailers may or may not be parked or stored.

8. FURTHER USE RESTRICTIONS. No business trade or profession and no noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. The maintaining of files, answering of telephones or the operation of a personal computer by the Owner or resident of a house, when not accompanied by any of the following, shall not be considered a violation of this paragraph: advertising the address as the location of a business, trade, or profession; having clients or employees come to the house for the purpose of providing or transacting the business, trade, or profession or displaying any sign on the lot advertising the address as the location of a business, trade, or profession. No garage, yard or similar sales shall be permitted within the Subdivision. Renting or leasing of a residence shall be allowed. No animals or fowl shall be kept or maintained on any lot except customary household pets, (such as domestic felines and canines, canaries, and fish) and then, only if not bred for commercial purposes. No dog shall be allowed off the Owner's or Purchaser's lot unless under control or on a leash. No fires are allowed in the Subdivision, except in proper barbecue pits. Use of firearms or fire works in the Subdivision is prohibited. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. Garbage cans shall be kept out of sight. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use. No sign of any kind shall be displayed on any lot except address markers and owner identification signs not exceeding four (4) square feet in total area provided such markers and signs are approved, in advance of the installation thereof, by the Architectural Control Committee. Further, no residential structure, box or similar container shall be placed or maintained on any lot. No illegal activity may be conducted on any lot. No loud noises may be caused or be allowed to continue to emanate from any lot so as to unreasonably disturb any of the other residents of the Subdivision. No oil, gas, or mineral exploration, development or operations, or quarrying or mining of any kind shall be

RECORD
OFFICIAL PUBLIC RECORDS
TARRANT COUNTY TEXAS

106

permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring shall be erected, maintained, or permitted on any lot, except as used for construction of the dwelling and related systems, and then, only during the actual construction and installation.

9. LOT MAINTENANCE. No unsightly or unsanitary condition shall be allowed to exist on any lot which in the opinion of the Board of the Association shall detract from the beauty or desirability of the Subdivision and the Association shall have the right to injunction or other legal means to prevent such conditions. Each Owner, occupant, or Purchaser agrees to keep all grass and weeds mowed or cut at all times so that the lot will remain in a neat and attractive condition, and the fire hazard will be lessened. Failure to do so within 14 days after written notification is given by the Association shall be sufficient grounds for the Association, or its agent to enter upon such lot and correct the unsightly or unsanitary condition, cut or trim the grass and/or weeds and charge the Owner, occupant, and Purchaser for these services. Any of these charges when not paid shall constitute a lien against the lot enforceable as provided in paragraph 13. Such lien shall be subordinate and inferior to any first mortgage or construction lien against such lot. The Association may also elect to cut the grass on lots without houses as a common expense.

10. CAMPING ON LOT. No camping is allowed on any lot at any time.

11. BOAT DOCKS, ETC. No boat docks, piers, boat lifts, ramps, boathouses, floats, swim platforms or other structures shall be permitted in the lake, on any lake front lots or any area adjacent to the Subdivision or in any Common Area except (i) in the marina leased from the Lower Colorado River Authority and related facilities existing from time to time and (ii) non-floating structures in existence on January 1, 1996. No lot shall have a canal or other excavation to make a place for the lake to come on to the lot, to be used for a boat dock, pier, boat lift, ramp, boat house, or float. The Association shall have the right to require Owners to remove any docks, boat houses, floats or other structures in violation of the Restated Restrictions. Notwithstanding the foregoing, Owners of lots in Cove Sections One, Two and Three shall have the right to construct and maintain in the Common Area in such Sections (i) steps leading to the water in The Center Cove or Lake Travis and (ii) decks which are attached to a residence on any such lot provided the plans, specifications, location and size of such steps and decks are approved, in advance, by the Architectural Control Committee. No such steps or decks shall materially interfere with the Common Area Easement (hereinafter defined in paragraph 12) enjoyed by other lot owners in Cove Sections One, Two and Three or otherwise materially interfere with the use or enjoyment of any other lot or residence thereon located in the affected Cove Section. Promptly following receipt by the Architectural Control Committee of a request for approval of proposed plans and specifications for any such steps or deck, the Architectural Control Committee shall notify, in writing, the owners of all other lots in the affected Cove Section. Thereafter, such other owners shall have a period of twenty days within which they may furnish to the Architectural Control Committee any information which such other owners may determine would be helpful or appropriate for the Architectural Control Committee to consider in making its decision to grant or withhold approval of any proposed steps or decks. The Architectural Control Committee shall not grant or withhold its approval prior to the expiration of such twenty day period. In no event shall there be placed or maintained on any deck approved by the Architectural Control Committee pursuant to this paragraph 11 any building, shed, enclosure or other structure of any kind, whether permanent or temporary.

12. EASEMENTS. The Association and/or the Water Company reserves a ten (10) foot wide easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot and tract for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wire, braces and anchors wherever necessary; together with the right to install, operate and maintain gas lines, water lines and appropriate sewer lines, culverts and drainage ditches, reserving the rights of ingress and egress to such EXAS areas for any of the purposes mentioned above. However, the above easements shall not exist on that portion of any water front lot running along Lake Travis. The Association also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The

Owners, occupants, and Purchasers of said lots shall have no cause of action against Developer, the Association and/or the Water Company either at law or in equity by reason of any damage caused to said lots by water drainage or by installing, operating or maintaining the above mentioned installations. Every lot owner shall have a right and easement of enjoyment as well as an easement of ingress and egress in, to and over the Common Area (the "COMMON AREA EASEMENT") which shall be appurtenant to and shall pass with the title to every lot in the Subdivision, subject to (i) the reservation of easements contained herein for utility lines, (ii) the right of lot owners to the exclusive use of parking spaces as provided in these Restated Restrictions, and (iii) the right of the Association to limit the number of guests of lot owners. Notwithstanding the foregoing, the Common Area Easement as it relates to and covers the Common Areas in each of Cove Sections One, Two and Three shall be limited to, and be for the exclusive benefit of, the respective lot owners in each of such Cove Sections One, Two and Three and such limitation may be modified or terminated only by the affirmative vote of two-thirds of the lot owners in any Cove Section for which a modification or termination is proposed.

13. THE ASSOCIATION AND ASSESSMENTS.

A. The Association is the property owners association for this Subdivision and is vested with all the rights established at law for property owners associations and as set out herein. The purposes of the Association are the enforcement of the dedicatory instruments governing the Subdivision, promotion of civic interests of persons owning or occupying lots in the Subdivision, the promotion of the safety and health of such persons, the promotion of security protection for such persons, and the promotion of the cleanliness, beautification and protection of the property in the Subdivision, as well as any and all other lawful purposes for which a property owners association or any other nonprofit corporation may exist in the State of Texas. The preceding enumeration is not by way of limitation on the purposes of the Association, nor shall this list be interpreted to be mandatory upon the Association, which shall in no instance have any liability for its actions, inactions, or malfeasance in the exercise of any of these purposes.

B. To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all common facilities, lots, and Common Areas in the Subdivision. This power shall include the power to levy fines which shall become part of the assessments to which each lot is subject and secured by the lien and subject to all remedies for the enforcement thereof as provided herein.

C. Each Owner or Purchaser shall be a member of the Association by virtue of his ownership or purchase of a lot. If a lot has both an Owner and a Purchaser, only the Purchaser may vote in any meeting of the Association, unless his contract contains a provision otherwise. Such membership shall be appurtenant to ownership of the lot or upon entering an executory contract for the purchase of a lot, which will not be fully performed within ninety (90) days of its signing, but which provides for payments to the Owner prior to full performance, and shall immediately cease upon the transfer of title or the forfeiture of the Purchaser's interest in the contract. Each new Owner or Purchaser shall automatically become a member of the Association. No Owner or Purchaser may avoid his liabilities as a member by waiving use of any of the facilities or attempting to resign membership. The Association shall be governed by its Bylaws and Articles of Incorporation. Each Owner's or Purchaser's membership rights shall be subject to suspension by the Association in accordance with the Bylaws, however, such suspension shall not alleviate any duties of such Owner or Purchaser as set out herein or in the Bylaws. Each Owner or Purchaser shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and its Bylaws. Each Owner shall be jointly and severally liable to the Association for the obligations of his Purchaser. Each member of the Association, by virtue of his ownership or purchase of one or more lots, shall be entitled to one vote for each lot owned

PLPUBREC
54 0508
COUNTY OF TEXAS

by him on matters submitted to a vote at the Association meetings unless provided otherwise in the bylaws of the Association. When more than one person holds an interest in any lot, all such persons shall be members of the Association; however, such members, collectively, shall be entitled to only one vote which may be exercised as they among themselves shall determine.

D. The right of any Owner, Purchaser, or occupant to use the common facilities and areas and the Owner's or Purchaser's right to vote in the Association meetings shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of the persons in the Subdivision, and conditioned upon payment of all fines, fees, charges or assessments. The Association shall have the right to levy assessments for any of the purposes that are contained herein or in the Bylaws and in the manner set out herein or in the Bylaws.

E. The Association, any Owner or Purchaser shall have the right to enforce any and all of the covenants contained herein. The Association has the right to contract for the performing of services which will remedy the breach of any covenant herein and the cost of such enforcement or of remedying any breach of covenants herein shall be added to the maintenance fee to which each lot is subject and secured by the liens and subject to all the remedies for the enforcement thereof, but only as incurred by the Association.

F. As stated in the Original Restrictions, the Section Two Restrictions and the Section Three Restrictions and restated herein, the Association has a lien upon each Owner's lot to secure the payment of the charges set out above, which lien is hereby renewed and extended, and is hereby modified to additionally secure all assessments set out herein, fees, fines, charges, late charges, interest at the rate of eighteen percent (18%) per annum not to exceed the highest rate allowed by law, and attorney's fees and costs of collection of such amounts or any amount incurred for the enforcement of any covenant herein by the Association. To further secure the payment of all assessments, fees, charges and other amounts which may become due under these Restated Restrictions, each Owner, by his acceptance of a deed to a lot or by his adoption of these Restated Restrictions hereby expressly grants to the Association a lien against his lot.

G. The Board of Directors of the Association shall set the annual assessment in November in advance of each year for notice to the Owners in December. The assessments shall be used for the purposes of the Association in maintaining and replacing the Common Areas, enforcement of the Restated Restrictions and for the other obligations and activities of the Association as allowed by the By-laws and at law and to promote the recreation, health, safety and welfare of the Owners. Payment of the assessment shall be due on January 1 of the year for which it is assessed and if not received in the office of the Association by January 31, shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the highest rate of interest allowed by applicable law. In addition, if payment is not received by February 15 of the year for which it is assessed, the Board of Directors of the Association may add a late charge each month in an amount as set by the Board to compensate it for the administrative expense and burden of handling the past due account. Each Owner and Purchaser hereby covenants and agrees, and every other Owner and Purchaser by acceptance of a deed or contract for deed to a lot, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association all annual assessments, special assessments, late charges, interest, legal fees and other costs established and payable under the terms of these Restated Restrictions.

All such assessments, interest, late charges, fees and other costs shall be the personal obligation of the owner or purchaser who was the owner or purchaser at the time the assessment or other charges became due and payable. The Association may also charge a reasonable fee, to be set by the Board of Directors, for preparing a certificate of account, when requested by an Owner or

0509

Purchaser setting forth whether the assessments on a specified lot have been paid. The liens extended, modified and granted herein are subordinate to any mortgage lien existing on the effective date of these Restated Restrictions, and in the event that such liens are found by a court of competent jurisdiction and of last resort to be subordinate to the homestead interest of the Owner or Purchaser, said liens shall be effective as to the Owner or Purchaser of the lot after the homestead interest of the current Owner or Purchaser ceases in the lot. The liens will also be subordinate to any first mortgage lien or lien given for the construction of improvements to the lot which is established after the effective date of these Restated Restrictions.

H. In addition to foreclosure by appropriate judicial proceedings, the Association may foreclose its liens against each lot in like manner as a Deed of Trust or contractual lien by nonjudicial foreclosure in accordance with Section 51.002 of the Texas Property Code or any future amendments or recodification thereof, without waiving its right to also proceed against the Owner or Purchaser on the Owner's or Purchaser's personal liability. Each Owner or Purchaser, by adoption or these Restated Restrictions or acceptance of a contract or deed to a lot hereby expressly vests in the Association a power of sale to enforce the original liens as renewed, extended and modified or liens as set out herein. The Association may exercise its power of sale by appointing an Agent or Agents, who may be appointed and removed and replaced at any time without any formality other than a written appointment, signed by the president or a vice president of the Association. The Association, acting through its appointed Agent or Agents, shall have the power to bid upon any lot foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner or Purchaser, his heirs, assigns, executors, and administrators. In the event any sale is made of a lot, the former Owner or Purchaser, his tenants and other persons in possession under him, shall forthwith upon the making of the sale, surrender and deliver possession of the lot to the purchaser at the sale, and in the event of their failure to do so, any occupant shall become a tenant at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict any persons by a proceeding brought in the Justice of the Peace Court where the lot is situated. Any personal property left on the premises and not reclaimed within 10 days from the date of sale, shall be conclusively presumed to have been abandoned by the former Owner or Purchaser, his tenants or other parties in possession under him.

I. In addition to the preceding, the Association is hereby given an assignment of rents and may directly collect from any tenant rents that are owed to an Owner or Purchaser.

J. In setting the assessments, the Board of Directors of the Association may increase the amount for any lot based on its determination that the lot has had fractional or undivided interests transferred by the Owner or Purchaser thereof, or is being held by an entity, person, or trust, with the intent or for the purpose of providing services or facilities in the Subdivision to owners or occupants of property outside the Subdivision. The increased assessment shall treat each fractional Owner or Purchaser or beneficiary of the entity, person, or trust as if he owned a separate, entire lot in the Subdivision, plus a premium of 100% to compensate the Association for the additional administrative expense of having to deal with the multiple Owners, Purchasers, or beneficiaries and to offset the part, the additional maintenance and operating expense resulting from the use of the Common Areas and facilities by such multiple Owners, Purchasers and beneficiaries. The Association may also deny use of the Common Areas and facilities to multiple Owners, if it determines that fractional ownership of a lot

PUBLIC RECORD
BOOK 14 0510

was conveyed or implemented or is held for the purpose or with the intent of providing services or facilities to owners of property outside the Subdivision.

14. **ENFORCEMENT.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restated Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a lawsuit to enforce these Restated Restrictions or for damages resulting from a breach hereof, the defaulting Owner or Purchaser shall be liable for all reasonable attorneys' fees and costs incurred by the enforcing Owner or the Association. The defaulting Owner or Purchaser shall be liable for all damages suffered by the enforcing Owner or the Association. Notwithstanding anything to the contrary contained herein, there shall be no foreclosure of any lien granted herein prior to three months following the accrual of the assessments or other charges secured by such lien.

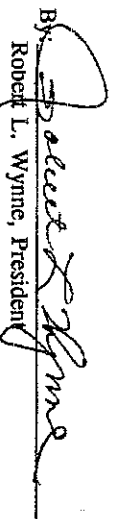
15. **PARTIAL INVALIDITY.** Invalidation of any covenant, restriction or provision hereof (by Court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions and provisions and all covenants, restrictions and provisions not explicitly and expressly so invalidated shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the covenants or conditions so violated or any other covenants or conditions.

16. **ANNEXATION.** Additional properties which are adjacent to the Subdivision may be annexed into the Subdivision by the affirmative vote of sixty percent (60%) of the Owners in the Subdivision, in person or by proxy or mail in ballot at a meeting called for that purpose, after a copy of the proposed annexation document has been mailed with the notice of the meeting at which it will be voted on, in accordance with the By-Laws of the Association. Any property annexed into the Subdivision must be impressed with and subject to recorded restrictions similar to those provided in these Restated Restrictions or the Owners of the annexed property must agree to be subjected to these Restated Restrictions. The Association shall cause the annexation document to be filed of record.

17. **GENERAL PROVISIONS.** These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of all persons claiming by, through or under it, until January 1, 2020, after which time they shall be automatically extended for successive period of ten (10) years unless an amendment in accordance with this provision has been recorded, agreeing to a termination or a change therein in whole or in part. These protective covenants may be terminated or amended at any time by a vote of two-thirds (2/3) of the Owners in the Subdivision who are not then delinquent in the payment of any assessments or other charges payable under the terms hereof, in person or by proxy or mail in ballot at a meeting called for that purpose, after a copy of the proposed amendment has been mailed with the notice of the meeting at which the vote will be taken, in accordance with the By-Laws of the Association. The secretary and president of the Association, shall cause each amendment to be filed of record. Each amendment shall be effective from the time of its recording. The Association, its directors and officers shall, under no circumstances, ever have any personal liability for the enforcement or lack of enforcement of any provision in these Restated Restrictions.

Executed to be effective as of the date of filing hereof by the President of the Association.

WINDERMERE OAKS PROPERTY
OWNERS' ASSOCIATION

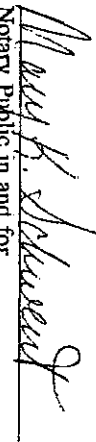
By: 
Robert L. Wynne, President

OFFICIAL PUBLIC RECORD
BURBET COUNTY, TEXAS
0754 0511

STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, personally appeared Robert L. Wynne, the President of WINDERMERE OAKS PROPERTY OWNERS' ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 16 day of June, 1997.


Notary Public in and for
The State of T E X A S

SEAL:



OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS
0754 0512

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

NI or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either The Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

[Signature]
SIGNATURE

Robert H. McDaniel
SIGNOR'S PRINTED NAME

[Signature]
SIGNATURE

CHRY E McDaniel
SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

Lot 3 Center Cove III - Same -

ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

STATE OF TEXAS *
*
COUNTY OF BURNET *

Sworn to and acknowledged before me the undersigned authority on this the 2 day of February, 1997, by Robert H. McDaniel and CHRY E McDaniel; known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.



[Signature]
NOTARY'S SIGNATURE

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
0756 0514

NOTARY'S PRINTED NAME
MY COMMISSION EXPIRES:

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

"I or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either The Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the Amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

Stanley R. Duwen
SIGNATURE

STANLEY R. DUWEN
SIGNOR'S PRINTED NAME

Sharon Hodges
SIGNATURE

SHARON HODGES
SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

415 Center Cove III
ADDRESS OF LOT

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

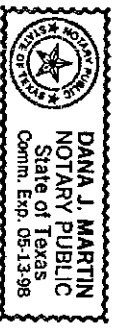
415 Center Cove III
ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

STATE OF TEXAS *
*
*
COUNTRY OF USA *

Sworn to and acknowledged before me the undersigned authority on this the 2 day of February, 1997, by Stanley R. Duwen and Sharon Hodges, known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.



Dana J. Martin
NOTARY'S SIGNATURE

NOTARY'S PRINTED NAME
MY COMMISSION EXPIRES:

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

0754 0515

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

"I or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either the Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the Amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

✓ Todd Smith
SIGNATURE

T. Todd Smith
SIGNOR'S PRINTED NAME

Dana Tische Smith
SIGNATURE

Dana Tische Smith
SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

Lot 6 C-III
ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

STATE OF TEXAS *
*
*

COUNTY OF BURNET *
*
*

Sworn to and acknowledged before me the undersigned authority on this the 17 day of February, 1997, by T. Todd Smith and Dana Tische Smith; known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.

[Signature]
NOTARY'S SIGNATURE

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS



NOTARY'S PRINTED NAME

0754 0516

MY COMMISSION EXPIRES:

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

"I or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either The Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the Amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

[Signature]
SIGNATURE

ROBERT L. MYNNS
SIGNOR'S PRINTED NAME

[Signature]
SIGNATURE

DANA J. MARTIN
SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

Lot 9 + 10
ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

STATE OF Texas *
*
COUNTY OF Burnet *

Sworn to and acknowledged before me the undersigned authority on this the 1 day of February, 1997, by Robert L. Mynns and Dana J. Martin, known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.



[Signature]
NOTARY'S SIGNATURE

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

0754 0518

NOTARY'S PRINTED NAME
MY COMMISSION EXPIRES:

Debra Burnett

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

"I or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either The Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the Amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

Debra K Burnett
SIGNATURE

SIGNATURE

Debra K Burnett
SIGNOR'S PRINTED NAME

SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

#11 Center Cove III
ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

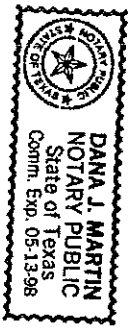
ADDRESS OF LOT

STATE OF TEXAS *
*
*
COUNTRY OF Burnet *
*
*

Sworn to and acknowledged before me the undersigned authority on this the 2 day of February, 1997, by Debra K Burnett and Edgar, known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.

[Signature]
NOTARY'S SIGNATURE

OFFICIAL PUBLIC RECORD
BURNETT COUNTY TEXAS



0754 0519

NOTARY'S PRINTED NAME

NY COMMISSION EXPIRES:

SIGNATURE PAGE TO AMENDMENT

Before me the undersigned authority on this day personally appeared the person or persons, known to me, whose name or names appear hereafter, who upon oath, after being duly sworn, deposed, stated, and acknowledged:

"I or we, are the owner or owners or the authorized signor for an entity which is the owner of a lot or lots in either The Center Cove At Windermere, Section One, Two, or Three, or The Hill At Windermere, a subdivision in Burnet County, Texas, as indicated by the address or addresses of said lot or lots and the revealed capacity, if any other than as an individual, as disclosed in the space or spaces below my or our signature line or lines below. I or we hereby acknowledge, as well, my signature or our signatures and the capacity in which I or we are signing, if other than as an individual, and that I or we are signing for the purpose of consenting to and adopting the Amendment, to which this signature page is or will be attached. I or we are over the age of eighteen years, have never been convicted of a felony and are duly authorized to make the statements herein. All of the preceding I or we know to be true and correct, and within my or our knowledge."

Mary Frances Burnett
SIGNATURE

SIGNATURE

MARY FRANCES BURNETT
SIGNOR'S PRINTED NAME

SIGNOR'S PRINTED NAME

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

SIGNOR'S CAPACITY IF OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

OWNER'S NAME IF SIGNOR IS SIGNING IN A CAPACITY OTHER THAN AS AN INDIVIDUAL

412 Canal Ave III
ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

ADDRESS OF LOT

STATE OF Texas *
*
COUNTY OF Burnet *

Sworn to and acknowledged before me the undersigned authority on this the 13th day of February, 1997, by Mary Frances Burnett and Sherry, known to me to be the person or persons whose name or names appear on the foregoing page, in the capacity therein shown, if other than as an individual, and as the act and deed of the entity therein shown, if any, to witness which appears my signature and seal of office.

[Signature]
NOTARY'S SIGNATURE



OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

NOTARY'S PRINTED NAME
MY COMMISSION EXPIRES:

0754 0520

STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED on the date and at the time
stamped hereon by me and was duly RECORDED in Volume 154
Page 501-502 of the Official Public Records of
Burnet County, Texas.



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS
BY: *Janet Parker* Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW,
THE STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me and was
duly RECORDED in the Official Public Records
Reports Burnet County, Texas
on 7-24-97



Janet Parker
COUNTY CLERK
BURNET COUNTY, TEXAS

5835
FILED

97 JUL 24 AM 8:58

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
0754 0521