



AFFIDAVIT OF MARK CLARDY

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

15

Before me, the undersigned notary public, personally appeared Mark Clardy, who on his oath stated as follows:

1. My name is Mark Clardy. I am a property owner in the Lakewood Park Subdivision. I am the current president of the Bull Creek Home Owners Association Board of Directors. I have personal knowledge of the facts stated herein, and they are true and correct.
2. On February 15, 2007, all homeowners in the Lakewood Park Subdivision were timely notified that a homeowners' association meeting would be held on February 27, 2007 at the Lakewood Clubhouse, and were provided an agenda. On the agenda was a proposed amendment to the deed restrictions covering Lakewood Park Subdivision Sections 3, 4 and 5.
3. On February 27, 2007, the meeting of the Bull Creek Homeowners Association took place at the Lakewood Clubhouse. At the meeting, the proposed amendment to the deed restrictions covering Lakewood Park Subdivision Sections 3, 4, and 5 was presented to the homeowners and discussed, and ballots were distributed to homeowners showing the proposed amendment. Ballots were mailed to homeowners who did not attend the meeting. A copy of the ballot showing the proposed amendment is attached hereto and incorporated by reference herein as Exhibit "A".
4. The deadline for returning the ballot has passed and the amendment was approved by at least ¾ (75%) of the homeowners in each of the individual sections as required by the Section 10, General Covenants, of the Restrictions, Lakewood Park, Section 3 and Amended Restrictions Lakewood Park, Section 4, currently on file.
5. I personally participated in counting the returned ballots. The results of the voting were as follows:

Lakewood Park Subdivision Section 3:

Total # homes:	16
Total votes in favor:	15 (94%)
Total votes against:	0
Ballots not returned:	1

Lakewood Park Subdivision Section 4/5

Total # Homes:	31
Total votes in favor:	28 (90%)
Total votes against:	0
Ballots not returned:	3

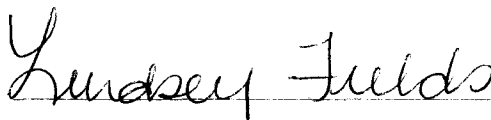
6. Pursuant to the voting majority requirements stated in the existing restrictions, the Bull Creek Home Owners Association amended the deed restrictions to include the new restrictions. The new amended deed restrictions for Lakewood Park Subdivision Sections 3, 4 and 5 are attached hereto and incorporated herein as Exhibit "B".

Further affiant sayeth not.


Mark Clardy

Before me, the undersigned Notary Public, on this day personally appeared MARK CLARDY, known to me by identification through an identification card bearing his photograph and signature to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

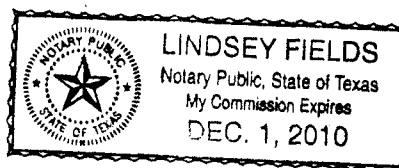
Given under my hand and seal of office on this 6th day of April, 2007.



Notary Public in and for the State of Texas

My commission expires

12/01/2010 [date]



**BULL CREEK HOMEOWNERS ASSOCIATION
PROPOSED AMENDMENT TO DEED RESTRICTIONS GOVERNING
LAKEWOOD PARK SUBDIVISION SECTION 3**

EXISTING LANGUAGE

1. DESIGNATION OF USE

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developer, however, may erect a temporary sales office on any lot selected by him.

PROPOSED AMENDMENT *(New language underlined)*

1. DESIGNATION OF USE

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. ~~The Developer, however, may erect a temporary sales office on any lot selected by him.~~

The following restrictions apply to the phrase "used for single family residential purposes."

- a) A property, residence or dwelling ("property") shall be occupied by the homeowner and his/her immediate family, or by a tenant holding a valid lease issued by the homeowner or their designated agent. No lease shall be for a period of less than six consecutive months unless prior written approval is obtained from the Bull Creek Homeowners Association ("BCHOA") Board of Directors.
- b) No owner, agent or lease-holder may sublease or otherwise assign a lease to a third party without the prior written approval of the BCHOA Board of Directors.
- c) If a lease is terminated for any reason prior to the completion of a full and consecutive six-month term, the property may not be leased again without the prior written approval of the BCHOA Board of Directors.
- d) No property may be advertised in any medium unless the property is available for sale or for lease for a minimum of six months within thirty days of the advertisement.

INITIAL ONE CHOICE:

I hereby vote: _____ IN FAVOR of the proposed amendment.

_____ AGAINST the proposed amendment.

PRINT NAME _____

ADDRESS _____

DATE _____

SIGNATURE _____

Exhibit A #1 of 2

**BULL CREEK HOMEOWNERS ASSOCIATION
PROPOSED AMENDMENT TO DEED RESTRICTIONS GOVERNING
LAKEWOOD PARK SUBDIVISION SECTION 4 and SECTION 5**

EXISTING LANGUAGE

1. DESIGNATION OF USE

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The undersigned, however, may erect a temporary sales office on any lot selected by him.

PROPOSED AMENDMENT *(New language underlined)*

1. DESIGNATION OF USE

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. ~~The undersigned, however, may erect a temporary sales office on any lot selected by him.~~

The following restrictions apply to the phrase "used for single family residential purposes."

- a) A property, residence or dwelling ("property") shall be occupied by the homeowner and his/her immediate family, or by a tenant holding a valid lease issued by the homeowner or their designated agent. No lease shall be for a period of less than six consecutive months unless prior written approval is obtained from the Bull Creek Homeowners Association ("BCHOA") Board of Directors.
- b) No owner, agent or lease-holder may sublease or otherwise assign a lease to a third party without the prior written approval of the BCHOA Board of Directors.
- c) If a lease is terminated for any reason prior to the completion of a full and consecutive six-month term, the property may not be leased again without the prior written approval of the BCHOA Board of Directors.
- d) No property may be advertised in any medium unless the property is available for sale or for lease for a minimum of six months within thirty days of the advertisement.

INITIAL ONE CHOICE:

I hereby vote: _____ IN FAVOR of the proposed amendment.

_____ AGAINST the proposed amendment.

PRINT NAME _____

ADDRESS _____

DATE _____

SIGNATURE _____

Exhibit A #2 of 2

RESTRICTIONS: LAKEWOOD PARK, SECTION 3
AS AMENDED, MARCH 2007

BULL CREEK HOMEOWNERS ASSOCIATION
TO
THE PUBLIC

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That the Bull Creek Home Owners Association of Austin, Travis County, Texas, a nonprofit corporation, Charter Number 01549510-01 dated August 31, 1999, whose purpose is to operate, manage, maintain and administer the property and the deed restrictions applicable to that property in Lakewood Park Subdivision, Section Three (3), as shown by the plat thereof recorded in Plat Book 17, Page 23, Plat Records of Travis County, Texas, by these presents does hereby impress all of the property included in said subdivision with the following restrictions, covenants and conditions, to-wit:

1. Designation of Use.

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

The following restrictions apply to the phrase: "used for single family residential purposes."

- a) A property, residence or dwelling ("property") shall be occupied by the homeowner and his/her immediate family, or by a tenant holding a valid lease issued by the homeowner or their designated agent. No lease shall be for a period of less than six consecutive months unless prior written approval is obtained from the Bull Creek Homeowners Association ("BCHOA") Board of Directors.
- b) No owner, agent or lease-holder may sublease or otherwise assign a lease to a third party without the prior written approval of the BCHOA Board of Directors.
- c) If a lease is terminated for any reason prior to the completion of a full and consecutive six-month term, the property may not be leased again without the prior written approval of the BCHOA Board of Directors.
- d) No property may be advertised in any medium unless the property is available for sale or for lease for a minimum of six months within thirty days of the advertisement.

2. Retention of Easements.

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments.

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garages, Guest Houses, etc.

A separate garage building for not more than three (3) cars, of one story be permitted, provided that such structure must be attached to the main to the main residence by a common

Exhibit B # 1 of 10

wall or by a covered passage-way, provided that the main dwelling be substantially completed prior to said erection and provided further that all restrictions, covenants, conditions and uses herein are complied with. All garage structures shall be enclosed on at least two sides and no such structure shall open directly to the street. Garage structures on corner lots shall be completely enclosed.

5. Minimum Plot Size.

No structure shall be erected or placed on any plot which plot has an average width of less than 100 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 100 feet.

6. Size and Construction of Dwellings.

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 1,500 square feet of floor area of which not less than 1,300 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted subject to approval in writing of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph 8.

7. Set-Back; Front Line, Side Line, and Rear Line.

No structure shall be located or erected on any plot nearer to the front plot line than 40 feet, or nearer than 10 feet to any side plot line, or nearer than 30 feet to any rear line; provided that, when the distance between property line and curb line exceeds 10 feet, the required set-back of 40 feet shall be reduced by such excess; provided, further, that the Developer, or, in the alternate, the Architectural Committee may vary set-back requirements where in the opinion of the Developer or the Committee no adverse effect will be had on the neighborhood and where, because of trees and/or topography, the strict enforcement of the provisions of the paragraph would militate against the best utilization of the lot. Under no circumstances, however, shall a structure approach nearer than 25 feet to the front line or nearer than 7-1/2 feet to any side line.

8. Architectural Control and Building Plans.

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer or, in the alternative, an Architectural Committee appointed at intervals of not more than five years, by the then owners of a majority of the lots in Lakewood Park Subdivision, Section Three (3), reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefore and the plot plan have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same shall have been commenced.

9. Septic Tank or Sanitary Sewage Provision.

Each house in this subdivision shall be connected to a septic tank meeting the approval of the State Health Department or to a public utility sanitary sewage collection system.

Exhibit B # 2 of 10

10. General Covenants.

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Lakewood Park Subdivision, Section Three (3), whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1978. On and after January 1, 1978, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Lakewood Park Subdivision, Section Three (3), each lot, or plot, to admit of one vote.

11. Penalty Provisions.

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Lakewood Park Subdivision, Section Three (3) to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver, of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants, by judgment or Court order shall in no wise affect any of the others which shall remain in full force and effect.

Exhibit B #3 of 10

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of Travis County, Texas, at the date of the filing of the same for the purpose aforesaid.

A. D. 1942
WITNESS MY HAND
December 1, A.D. 1942

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of Travis County, Texas, at the date of the filing of the same for the purpose aforesaid.

December 1, A.D. 1942
OLIVER WELLS
County Clerk

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of Travis County, Texas, at the date of the filing of the same for the purpose aforesaid.

December 1, A.D. 1942
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THE STATE OF TEXAS
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THE STATE OF TEXAS
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December 1, A.D. 1942
OLIVER WELLS
County Clerk

THE STATE OF TEXAS
COUNTY OF TRAVIS
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December 1, A.D. 1942
OLIVER WELLS
County Clerk

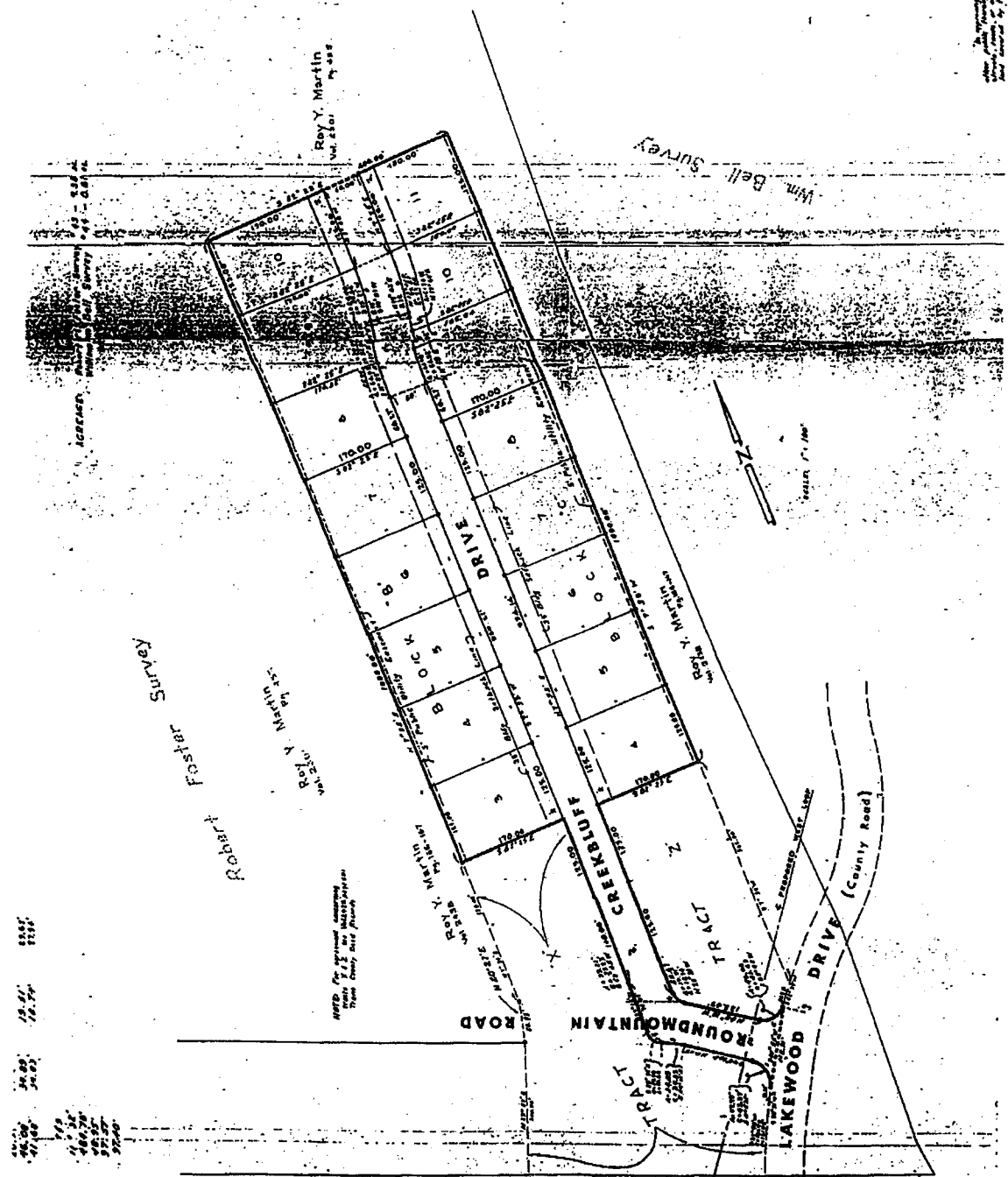


Exhibit B # 4 of 10

12/1/42

LAKEWOOD PARK SUBDIVISION, SECTION 3 consists of the following addresses:

7310 Creekbluff Drive	7311 Creekbluff Drive
7312 Creekbluff Drive	7313 Creekbluff Drive
7400 Creekbluff Drive	7401 Creekbluff Drive
7402 Creekbluff Drive	7403 Creekbluff Drive
7405 Creekbluff Drive	7406 Creekbluff Drive
7407 Creekbluff Drive	7408 Creekbluff Drive
7410 Creekbluff Drive	7501 Creekbluff Drive
7502 Creekbluff Drive	7503 Creekbluff Drive

LAKEWOOD PARK SUBDIVISION, SECTION 4 consists of the following addresses:

7504 Creekbluff Drive	7506 Creekbluff Drive
7507 Creekbluff Drive	7600 Creekbluff Drive
7601 Creekbluff Drive	7602 Creekbluff Drive
7603 Creekbluff Drive	7604 Creekbluff Drive
7605 Creekbluff Drive	7606 Creekbluff Drive
7607 Creekbluff Drive	7608 Creekbluff Drive
7609 Creekbluff Drive	7611 Creekbluff Drive
7613 Creekbluff Drive	7615 Creekbluff Drive
7617 Creekbluff Drive	7600 Crossmeadow
7601 Crossmeadow	7602 Crossmeadow
7603 Crossmeadow	7604 Crossmeadow
7605 Crossmeadow	7606 Crossmeadow
7607 Crossmeadow	7608 Crossmeadow
7609 Crossmeadow	7610 Crossmeadow
6205 Ledge	

LAKEWOOD PARK SUBDIVISION, SECTION 5 consists of the following addresses:

7701 Creekbluff Drive	7703 Creekbluff Drive
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RESTRICTIONS: LAKEWOOD PARK, SECTION 4 & SECTION 5
AS AMENDED, MARCH 2007

BULL CREEK HOMEOWNERS ASSOCIATION
TO
THE PUBLIC

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That the Bull Creek Home Owners Association of Austin, Travis County, Texas, a nonprofit corporation, Charter Number 01549510-01 dated August 31, 1999, whose purpose is to operate, manage, maintain and administer the property and the deed restrictions applicable to that property in Lakewood Park Subdivision, Section Four (4), as shown by the plat thereof recorded in Volume 19, Page 74, Plat Records of Travis County, Texas, and to that property in Lakewood Park Subdivision, Section Five (5), as shown by the plat thereof recorded in Plat Book 42, Page 35, Plat Records of Travis County, Texas, by these presents does hereby impress all of the property included in said subdivisions with the following restrictions, covenants and conditions, to-wit:

1. Designation of Use.

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

The following restrictions apply to the phrase: "used for single family residential purposes."

- a) A property, residence or dwelling ("property") shall be occupied by the homeowner and his/her immediate family, or by a tenant holding a valid lease issued by the homeowner or their designated agent. No lease shall be for a period of less than six consecutive months unless prior written approval is obtained from the Bull Creek Homeowners Association ("BCHOA") Board of Directors.
- b) No owner, agent or lease-holder may sublease or otherwise assign a lease to a third party without the prior written approval of the BCHOA Board of Directors.
- c) If a lease is terminated for any reason prior to the completion of a full and consecutive six-month term, the property may not be leased again without the prior written approval of the BCHOA Board of Directors.
- d) No property may be advertised in any medium unless the property is available for sale or for lease for a minimum of six months within thirty days of the advertisement.

2. Retention of Easements.

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments.

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

Exhibit B # 6 of 10

4. Separate Garages, Guest Houses, etc.

A separate garage building for not more than three (3) cars, of one story be permitted, provided that such structure must be attached to the main to the main residence by a common wall or by a covered passage-way, provided that the main dwelling be substantially completed prior to said erection and provided further that all restrictions, covenants, conditions and uses herein are complied with. All garage structures shall be enclosed on at least two sides and no such structure shall open directly to the street. Exception: Garage structure on Lot 11, Block "B" may open directly to Creek Bluff Drive. Garage structures on corner lots shall be completely enclosed.

5. Minimum Plot Size.

No structure shall be erected or placed on any plot which plot has an average width of less than 100 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 100 feet.

6. Size and Construction of Dwellings.

All dwellings shall be of recognized standard construction with at least fifty per cent (50%) of the exterior walls, exclusive of windows and doors, being of masonry construction. Any one story dwelling erected on any plot shall cover not less than 2,000 square feet of ground area and not less than 1,500 square feet shall be in the house proper, exclusive of porches and garages. Any two story dwelling erected on any plot shall cover not less than 1,500 square feet of ground area and not less than 1,800 square feet shall be in the house proper, exclusive of porches and garages. Ornamental structures, fences and walls are permitted subject to approval in writing of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph 8.

7. Set-Back; Front Line, Side Line, and Rear Line.

No structure shall be located or erected on any plot nearer to the front plot line than 40 feet, or nearer than 10 feet to any side plot line, or nearer than 30 feet to any rear line; provided that, when the distance between property line and curb line exceeds 10 feet, the required set-back of 40 feet shall be reduced by such excess; provided, further, that the undersigned, or, in the alternate, the Architectural Committee may vary set-back requirements where in the opinion of the undersigned or the Committee no adverse effect will be had on the neighborhood and where, because of trees and/or topography, the strict enforcement of the provisions of the paragraph would militate against the best utilization of the lot. Under no circumstances, however, shall a structure approach nearer than 25 feet to the front line or nearer than 7-1/2 feet to any side line.

8. Architectural Control and Building Plans.

For the purpose of insuring the development of the subdivision as a residential area of high standards, undersigned appoints W. H. Bullard, Robert L. Smithers, and J.C. McCarn, Jr., as Architectural Committee to approve plans and specifications prior to construction and to make exceptions to these conditions where applicable. After ten (10) years from date hereof, the then owners of the majority of the lots in Lakewood Park Subdivision, Section Four (4), shall have the right to elect, regulate, and control the Architectural Committee and the buildings or structures placed on each lot. No building, wall, or other structure shall be placed upon such lot until the

plan therefor and the plot plan have been approved in writing by the undersigned. Refusal of approval of plans and specifications by the said Architectural Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same shall have been commenced. The Architectural Committee shall have the right to make variances in these restrictions to permit minor changes that are consistent with the overall purposes hereof in the event a hardship or an iniquity would result from the literal enforcement of these restrictions as to any specific case.

9. Septic Tank or Sanitary Sewage Provision.

Each house in this subdivision shall be connected to a septic tank meeting the approval of the State Health Department or to a public utility sanitary sewage collection system.

10. General Covenants.

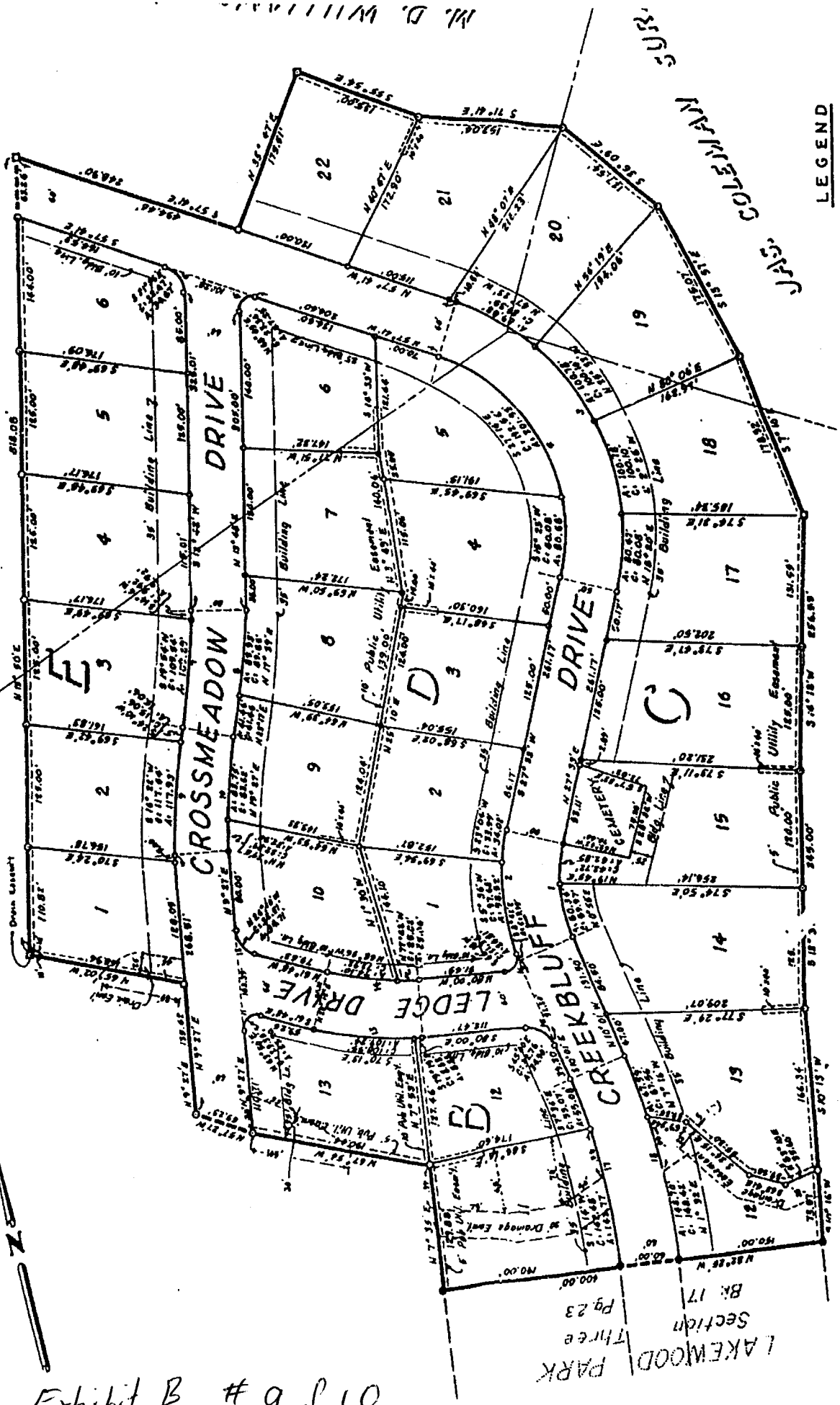
These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Lakewood Park Subdivision, Section Four (4), whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1986.. On and after January 1, 1986, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Lakewood Park Subdivision, Section Three (4), each lot, or plot, to admit of one vote.

11. Penalty Provisions.

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Lakewood Park Subdivision, Section Three (3) to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver, of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants, by judgment or Court order shall in no wise affect any of the others which shall remain in full force and effect.

ROY Y. MARTIN
Vol. 2301 Pg. 455



01 of 9 # B 194X3

LAKWOOD PARK
Section Three
Block 17
Pg 23

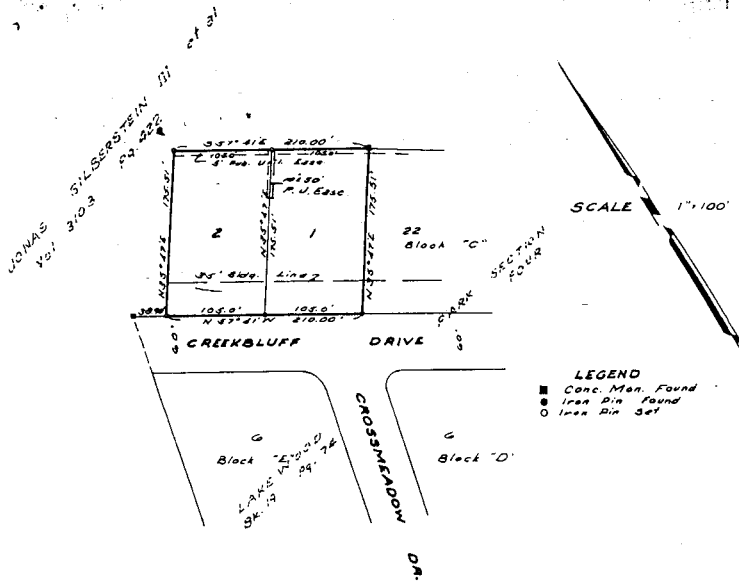
LEGEND

W. D. WILLIAMS

COCOLOMA AVENUE

LAKEWOOD PARK

Section Five



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JONAS SILBERSTEIN, III, BYRON N. SMITH, BEN H. WHITE, JAMES EDWARDS AND WILLIAM WICHITA, OWNERS OF 43.3 ACRES OF LAND OUT OF THE M. D. WILLIAMS SURVEY #49 AND THE WILLIAM BELL SURVEY #44, IN TRAVIS COUNTY, TEXAS, AS CONVEYED TO US BY DEED RECORDED IN VOLUME 3103, PAGE 422, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 0.846 ACRES OF LAND OUT OF THE SAID TRACT, AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS LAKEWOOD PARK SECTION FIVE, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS OUR HANDS THIS THE 3 DAY OF May, 1968.







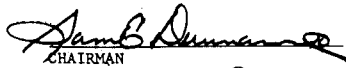
JONAS SILBERSTEIN, III BYRON N. SMITH BEN H. WHITE JAMES EDWARDS WILLIAM WICHITA

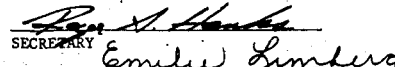
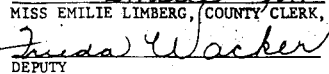
STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JONAS SILBERSTEIN, III, BYRON N. SMITH, BEN H. WHITE, JAMES EDWARDS, AND WILLIAM WICHITA, ALL KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND EACH ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

DIRECTOR OF PLANNING - Hoyle M. Osborne

ACCEPTED AND APPROVED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 23 DAY OF August, 1968, A.D.


 CHAIRMAN

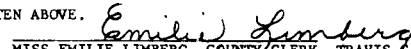
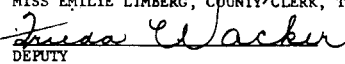

 SECRETARY

 DEPUTY

FILED FOR RECORD AT 9:30 O'CLOCK A.M. THIS THE 26 DAY OF August, 1968

STATE OF TEXAS
COUNTY OF TRAVIS

I, MISS EMILIE LIMBERG, CLERK OF THE COUNTY COURT WITHIN AND FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF August, 1968, A.D., AT 9:30 O'CLOCK A.M. AND DULY RECORDED ON THE 26 DAY OF August, 1968, A.D., AT 9:34 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY IN PLAT BOOK 42, PAGE 36.

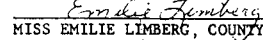
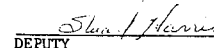
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, THE DATE LAST WRITTEN ABOVE.


 MISS EMILIE LIMBERG, COUNTY CLERK, TRAVIS COUNTY, TEXAS

 DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, MISS EMILIE LIMBERG, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 19th DAY OF August, 1968, A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 3, PAGE 368.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 19th DAY OF August, 1968, A.D.


 MISS EMILIE LIMBERG, COUNTY CLERK, TRAVIS COUNTY, TEXAS

 DEPUTY

EACH HOUSE CONSTRUCTED ON THIS SUBDIVISION SHALL BE CONNECTED TO A SEPTIC TANK OF A CAPACITY OF NOT LESS THAN 500 GALLONS AND WITH A DRAIN FIELD NOT LESS THAN 150 FEET AND SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS OF THE CITY-COUNTY HEALTH OFFICER AND SHALL BE INSPECTED AND APPROVED BY SUCH OFFICER. THIS RESTRICTION IS ENFORCEABLE BY THE AUSTIN TRAVIS COUNTY HEALTH UNIT AND/OR THE SUBDIVIDER.

IN APPROVING THIS PLAT THE COUNTY COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, ANY BRIDGES OR CULVERTS NECESSARY TO BE PLACED IN SAID STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION WITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO CONSTRUCT ANY OF THE ROADS, STREETS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23.27 OF 1954, HAS BEEN COMPLIED WITH.

AS SUBMITTED BY

 W. HARVEY SMITH

Exhibit B #10-10

Return:

MARK CLARODY - BCHOA
7408 CREEKBLUFF DR
AUSTIN, TX 78750

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Apr 06 02:08 PM 2007062418

CLARKMM \$72.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best 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.