

After Recording Return to:

Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

FIRST AMENDMENT

RIM ROCK

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**FIRST AMENDMENT TO RIM ROCK DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
[HAYS COUNTY]**

This First Amendment to Rim Rock Declaration of Covenants, Conditions and Restrictions (the "First Amendment") is made by **LSM RANCH, LTD.**, a Texas limited partnership, as "Declarant", and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Rim Rock Declaration of Covenants, Conditions and Restrictions, recorded in Volume 2296, Page 481, Official Public Records of Hays County, Texas (the "Declaration").

B. The Declaration encumbers all lots located in Rutherford Rim, Section 1, Phase A, , a subdivision located in Travis County, Texas, according to the map or plat thereof recorded as Book 11, Pages 213-219, Official Plat Records of Hays County, Texas (the "Subdivision").

C. Declarant is the owner of all lots in the Subdivision.

D. In accordance with Section 9.02 of the Declaration, the Declaration may be amended by Declarant unilaterally.

E. Declarant desires to amend the Declaration as set forth in this First Amendment.

NOW, THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Recital A. Recital A of the Declaration is deleted in its entirety and the following is substituted in its place:

The Declarant is the owner of all lots in Rutherford Rim, Section 1, Phase A, a subdivision (the "Subdivision") in Hays County, Texas, according to the map or plat thereof, recorded in Book 11, Pages 213-219, Official Plat Records of Hays County, Texas.

2. General Restrictions. Section 2.01(e) is deleted in its entirety and the following is substituted in its place:

(e) Unless otherwise approved in advance by the Design Review Committee, Impervious Cover on any Lot shall not exceed 7000 square feet per Lot. "Impervious Cover" shall mean and refer to the total horizontal area of all Improvements, roofed or covered spaces, paved surface areas, walkways and driveways or other types of construction covering the natural surface of the Lot. Notwithstanding any provision in this Declaration to the contrary, any impervious cover limitation set forth herein shall in no event supercede the impervious cover limitations established by any governmental authority and applicable to any Lot or the Property.

3. Defined Terms. All terms delineated with initial capital letters in this First Amendment that are defined in the Declaration have the same meanings in this First Amendment as in the Declaration. Other terms have the meanings commonly ascribed to them.

4. Effect of Amendment. Except as specifically amended in this First Amendment, all terms of the Declaration remain in full force and effect.

EXECUTED to be effective the 6th day of April, 2004.

DECLARANT:

LSM RANCH, LTD., a Texas limited partnership

By: LSM GP, Inc., a Texas corporation, its
general partner

By: [Signature]
Printed Name: JOHN S. LLOYD
Title: MANAGER/PRES

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of April, 2004, by John S. Lloyd, Manager/President of LSM GP, Inc., a Texas corporation, General Partner of LSM Ranch, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



[Signature]
Notary Public Signature

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