

ORIGINAL
FILED FOR RECORD

RESTRICTIVE COVENANT AND AGREEMENT
[Barton Creek Blvd. Landscaping]

This Restrictive Covenant and Agreement [Barton Creek Blvd. Landscaping] (the "Agreement") is made by and between **BARTON CREEK VILLAGE, L.L.C.**, a Texas limited liability company ("Barton Creek Village") and **BARTON CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association") and is as follows:

R E C I T A L S:

A. Barton Creek Village is the owner of Lot 1, Block A and Lot 1, Block B, Wimberly Place, a subdivision located in Travis County, Texas according to the map or plat thereof recorded as Document No. 200400150 (the "Property").

B. The Property is located adjacent to Barton Creek Blvd. and the intersection of Wimberly Lane as more particularly described on Exhibit "A" attached hereto.

C. The Association is currently maintaining landscaping along Barton Creek Blvd. and Lost Creek Blvd. pursuant to a Landscape License Agreement between the Association and Travis County, Texas (the "License Agreement"). In addition, the Association currently provides other services to its members, including additional security patrols, and levies assessments against its members to discharge the costs of such maintenance and services pursuant to its authority in that certain Master Declaration of Covenants, Conditions and Restrictions, dated November 28, 1990, recorded in Volume 11324, Page 707, Real Property Records of Travis County, Texas, as amended from time to time (the "Barton Creek North Declaration").

D. As more particularly set forth herein, Barton Creek Village has agreed to impress the Property with a covenant obligating the owner and all future owners of the Property to pay an Annual Levy to the Association as described herein in consideration of the benefits received by the owners of the Property as a result of the Association's maintenance and services.

E. The Property is within the property initially described on "Exhibit A" to the Barton Creek North Declaration that may be made subject to the terms and provisions of the Barton Creek North Declaration through the filing of a "Notice of Applicability" (as that term is defined in the Barton Creek North Declaration). The Property is not presently subject to the terms and provisions of the Barton Creek North Declaration. The Association has agreed that it will not file a Notice of Applicability or otherwise annex the Property into the Development (as that term is defined in the Barton creek North Declaration) or make the Property subject to the terms and provisions of the Barton Creek North Declaration.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns; and (ii) that each contract or deed which may be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, liens and charges, regardless of whether the same are set out or referred to in said contract or deed:

1. Allocation of Annual Levy for Maintenance Obligations. The Association shall allocate and levy annually against the Property an amount in accordance with the calculation set forth

COPY

below (the “Annual Levy”). As more particularly set forth below, the amount of the Annual Levy is based on the number of living unit equivalents (“LUEs”) attributable to the Property and a percentage of the Association’s Regular Annual Assessment. Specifically, the amount of the Annual Levy shall be calculated as follows:

$$\text{Amount of Association's Regular Annual Assessment} \times 80 \% \times \text{\# of LUEs Attributable to the Property}$$

a. Regular Annual Assessments. For purposes of the Annual Levy calculation, the amount of the Association’s Regular Annual Assessment shall be the amount of a Regular Annual Assessment for one (1) Lot (as that term is defined by the Barton Creek North Declaration).

b. LUEs Attributable to Property. The number of LUEs attributable to the Property is 27.59.

c. Sample Annual Levy Calculation. By way of example, if the Association’s Regular Annual Assessment is \$640, then the Annual Levy would be \$14,126.08 (\$640 x 80% x 27.59 = \$14,126.08).

d. Annual Levy Statement. A statement reflecting the amount of the Annual Levy (the “Annual Levy Statement”), which shall include the budget adopted by the Association shall be mailed to the owner(s) of the Property. Any Annual Levy which remains unpaid sixty (60) days after the Annual Levy Statement has been mailed to the owner(s) of the Property at the address for such owner(s) maintained by the Travis County Central Appraisal District shall be deemed delinquent. A delinquent Annual Levy shall accrue interest at a rate of twelve percent (12.0%) per annum. In the event the Property is subdivided into more than two lots, on the date the final plat of the subdivision is filed in the Official Public Records of Travis County, Texas, the Annual Levy will be impressed on the newly configured lots and shall be allocated among such lots pro rata based on the size of the surface area of such lots. In the event the Annual Levy is allocated among subdivided lots within the Property, an Annual Levy Statement shall be mailed to each lot owner, and the Annual Levy allocated against a lot shall be the sole obligation of the owner of the lot to which such Annual Levy was assessed. In no event shall any allocated Annual Levy levied against a particular lot be considered an obligation against any other lot within the Property. The Association shall be entitled to collect, in addition to interest stated above, all attorney’s fees, court costs and expenses incurred in collecting delinquent amounts owed hereunder.

2. Association’s Obligations. In consideration for the payment of the Annual Levy as provided herein, the Association agrees to:

a. cause the Property to be added to the regular security patrol schedule provided to the Association so long as the Association provides such services to its members; and

b. provide all written communications that the Association provides to its members to Barton Creek Village for distribution to its tenants.

3. Property Not Subject to Barton Creek North Master Covenant. The parties agree that the Property is not presently subject to the terms and provisions of the Barton Creek North

Declaration. Stratus Properties Operating Co., L.P., a Delaware limited partnership, partially assigned certain of its rights as "Declarant" under the Barton Creek North Declaration to the Association pursuant to that certain Partial Assignment of Declarant's Rights and Amendment to Master Declaration of Covenants, Conditions and Restrictions, dated February 25, 2002, recorded in Document No. 2002044488, Official Public Records of Travis County, Texas, including the right to file a Notice of Applicability pursuant to Section 10.05 of the Barton Creek North Declaration. The Association hereby covenants and agrees that it will not exercise any right that it may have under the Barton Creek North Declaration to subject the Property to the terms, covenants, conditions restrictions and obligations of the Barton Creek North Declaration, through the filing of a Notice of Applicability or otherwise. Such covenant by the Association shall be a covenant running with the land and be binding upon the successors and assigns of the Association.

4. **Agreement to Impose Additional Restrictive Covenants on the Property Prior to Sale.** Barton Creek Village agrees that prior to conveying any portion of the Property, it shall impose restrictive covenants on the Property that will regulate and restrict signage, lighting and construction in substantially the form attached hereto as Exhibit "B". Barton Creek Village further agrees to provide copies of such restrictive covenants to the Association for review prior to execution and recording.

5. **Severability and Construction.** The provisions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in the foregoing agreement and covenant are intended as solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs hereof.

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. There are no other agreements, oral or written, between the parties regarding the Maintenance Obligation and Barton Creek Village' obligation to pay the Annual Levy, and this Agreement can be amended only by written agreement signed by all of the parties hereto, or their successors, and by reference made a part hereof.

7. **Binding Effect.** This Agreement, and the terms, covenants, and conditions herein contained, shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

8. **Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Travis County, Texas.

EXECUTED by the undersigned to be effective the 1st day of JANUARY, 2009 (the "Effective Date").

SIGNATURES APPEAR ON FOLLOWING PAGES

BARTON CREEK VILLAGE, L.L.C.

BARTON CREEK VILLAGE, L.L.C., a Texas limited liability company

By: STRS L.L.C., a Delaware limited liability company,
Manager

By: Stratus Properties Inc., a Delaware corporation,
Sole Member

By: 
John E. Baker, Senior Vice President

THE STATE OF TEXAS

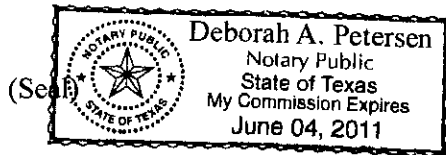
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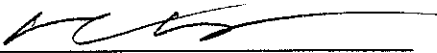
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on November 25, 2008, by John E. Baker, Senior Vice President of Stratus Properties Inc., a Delaware corporation, sole member of STRS L.L.C., a Delaware limited liability company, manager of Barton Creek Village, L.L.C., a Texas limited liability company, on behalf of said corporation, company and partnership.




Notary Public Signature

ASSOCIATION:

BARTON CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation


By: Albert Travis White
Name: ALBERT TRAVIS WHITE
Title: PRESIDENT

BARTON CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Dale J. Miszynski
Name: DALE MISZYNSKI
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §


This instrument was acknowledged before me on November 24, 2008, by Albert Travis White, White, President of Barton Creek North Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal) 

Kim D Hulse
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 24, 2008, by Dale Miszynski, Vice President of Barton Creek North Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal) 

Kim D Hulse
Notary Public Signature

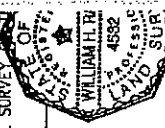
AFTER RECORDING RETURN TO:

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

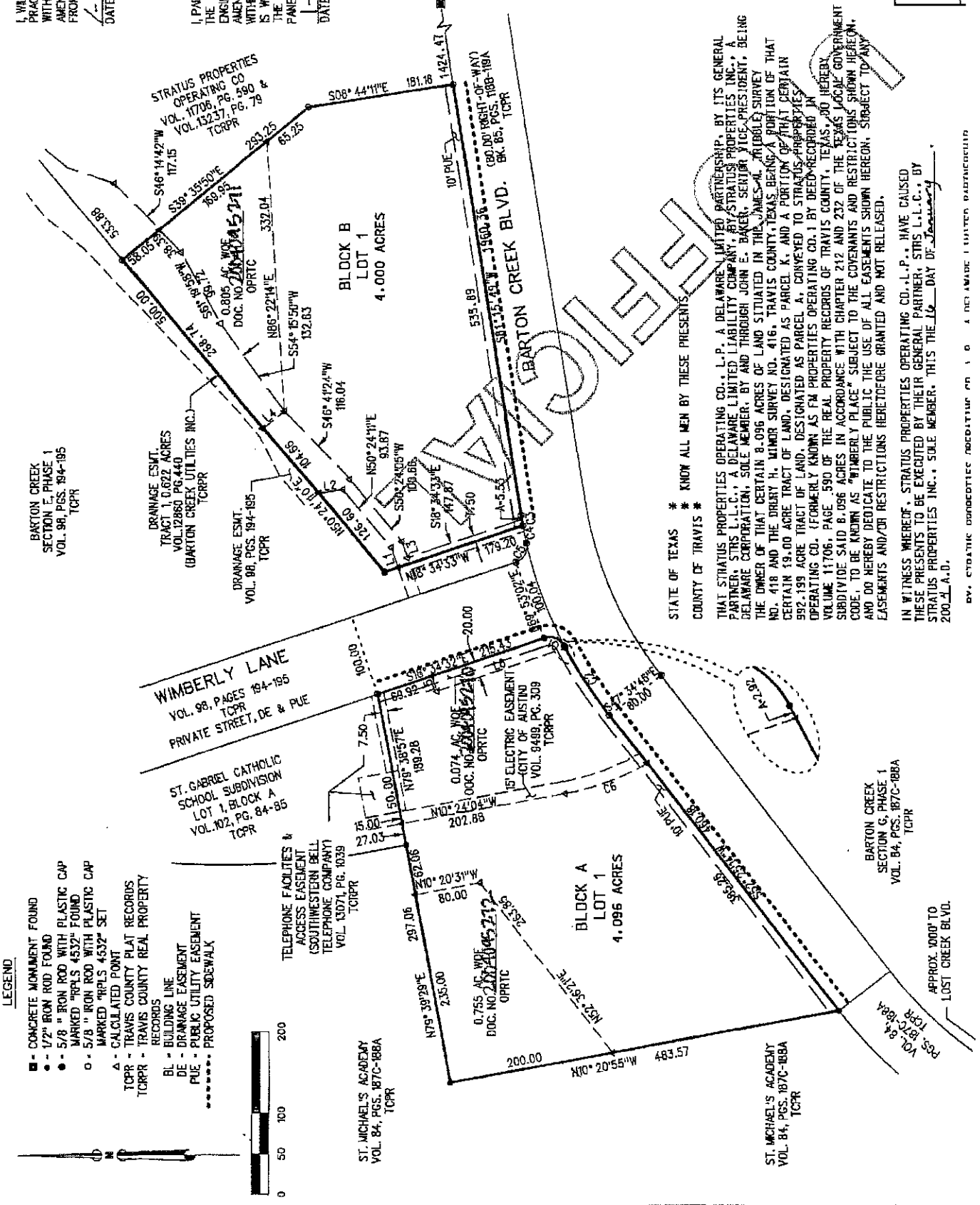
EXHIBIT "A"
DEPICTION OF PROPERTY

26

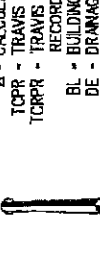
I, WILLIAM H. RAMSEY, AN AUTHOR PRACTICE THE PROFESSION OF SURVEYING WITH THE PROFESSION OF SURVEYING AMENDED, IS TRUE AND CORRECT FROM AN ACTUAL SURVEY OF DATE 1-14-04



I, PAUL J. VIKTORIN, AN AUTHOR PRACTICE THE PROFESSION OF ENGINEERING WITH THE PROFESSION OF ENGINEERING AMENDED, THE 100-YEAR FLOODPLAIN WITHIN THE PROPOSED DRAINAGE IS WITHIN THE BOUNDARIES OF THE STUDY LIMITS AS INDICATED PANEL NO. 48453C-0250 E DATED DATE 1-14-04



- LEGEND**
- - CONCRETE MONUMENT FOUND
 - - 1/2" IRON ROD FOUND
 - - 5/8" IRON ROD WITH PLASTIC CAP
 - - MARKED "PLS" FOUND
 - - 5/8" IRON ROD WITH PLASTIC CAP
 - - MARKED "PLS 4532" SET
 - △ - CALCULATED POINT
 - TCPR - TRAVIS COUNTY PLAT RECORDS
 - TCRPR - TRAVIS COUNTY REAL PROPERTY RECORDS
 - BL - BUILDING LINE
 - DE - DRAINAGE EASEMENT
 - PUE - PUBLIC UTILITY EASEMENT
 - PROPOSED SIDEWALK



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

THAT STRATUS PROPERTIES OPERATING CO., L.P., A DELAWARE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, STRS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BY STRATUS PROPERTIES INC., A DELAWARE CORPORATION, SOLE MEMBER, BY AND THROUGH JOHN E. BAKER, SENIOR VICE-PRESIDENT, BEING THE OWNER OF THAT CERTAIN 8.096 ACRES OF LAND SITUATED IN THE JAMES-M. WIMBERLY SURVEY NO. 418 AND THE DUBRY H. WIMBOR SURVEY NO. 416, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 19.00 ACRE TRACT OF LAND, DESIGNATED AS PARCEL A, AND A PORTION OF THAT CERTAIN 992.199 ACRE TRACT OF LAND, DESIGNATED AS PARCEL K, CONVEYED TO STRATUS PROPERTIES OPERATING CO. (FORMERLY KNOWN AS FM PROPERTIES OPERATING CO.) BY DEED-RECORDED IN VOLUME 11706, PAGE 590 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 8.096 ACRES IN ACCORDANCE WITH CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "WIMBERLY PLACE" SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, STRATUS PROPERTIES OPERATING CO., L.P., HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, STRS L.L.C., BY STRATUS PROPERTIES INC., SOLE MEMBER, THIS THE 14 DAY OF January 2004 A.D.

EXHIBIT "B"
FORM OF RESTRICTIVE COVENANTS

[ATTACHED HERETO]

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT (the "Restrictive Covenant") is executed by **BARTON CREEK VILLAGE, L.L.C.** a Texas limited liability company ("Declarant") to be effective as of the ___ day of _____, 20___ (the "Effective Date"), and is as follows:

RECITALS:

A. Declarant is the owner of Lot 1, Block A and Lot 1, Block B, Wimberly Place, a subdivision located in Travis County, Texas according to the map or plat thereof recorded as Document No. 200400150 (the "Property"). As used herein, the term "Buildings" shall refer to the commercial improvements constructed or to be constructed on the Property. As used herein, the term "Tenant" shall refer to any person or entity utilizing commercial space in a Building, whether such person or entity is the owner of the Building or leasing the space from the owner of the Building.

B. Declarant has agreed to impose upon the Property those restrictive covenants set forth herein for the benefit of the **BARTON CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association").

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying all or any portion of the Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Restrictions on the Property. The restrictions, limitations and requirements imposed on Declarant and its successors and assigns and on the Property shall be restrictive covenants running with the Property, and shall be binding upon Declarant and its successors and assigns and future owners of any part of the Property.

2. Signage.

(a) Building Signage. All signage for stores or shops located in the Buildings must conform with the Sign Criteria, attached hereto as Exhibit "A" and Exhibit "A-1".

(b) Site Signage. No monument signage on the Property along Barton Creek Blvd., other than the monument signage currently installed as of the Effective Date, is allowed. Any additional Tenant panels on the main monument sign on the Property shall match the panels existing as of the Effective Date. Any additional directional or parking lot signage within the Property must conform to applicable county, city and state regulations and must be installed in an unobtrusive nature.

(c) Temporary Tenant Signage. No temporary signage will be allowed in the landscaped areas of the Buildings or along the Barton Creek Blvd. right-of-way. Any temporary signage on the front or windows of the leased spaces in the Buildings must conform to the provisions of the Tenant leases in existence as of the Effective Date.

3. Construction of or Modification to Improvements. Any new construction of improvements on the Property will be similar in architectural style to the existing Buildings, and all necessary building or construction permits must be obtained from any applicable governing agencies. No

major changes to the exterior materials or colors of the Buildings are allowed unless new materials are of a earth tones or natural colors found in the immediate surroundings or unless otherwise approved in advance and in writing by the Master Architectural Committee of the Association. No vibrant colors, large expanses of white, or non-masonry materials are allowed (except in glazed areas or under overhangs). All awnings must be colored in earth tones or natural colors found in the immediate surroundings.

4. Lighting Restrictions. No exterior lighting on the Property or the exterior of the Buildings, other than the exterior lighting installed as of the Effective Date, is permitted without the advance written approval of the Master Architectural Committee of the Association. Repair or replacement of existing lighting with the same or similar materials is permitted.

5. Landscaping. Any new landscaping added to the Property must conform with the initial site development permit or any revised site development permit for the Property. Any new plants must be selected from the City of Austin Grow Green Plant List.

6. Maintenance of Building and Property. The Building and Property will be maintained in a standard equal to or better than the conditions existing as of the Effective Date or the conditions of adjacent developments.

7. Enforcement. The Association shall have the right to enforce this Restrictive Covenant by any proceeding at law or in equity, including injunctive relief. The Association shall be entitled to recover reasonable attorney's fees, costs of court and associated legal expenses with respect to any lawsuit to enforce this Restrictive Covenant.

8. Estoppel Certificate. Upon not less than fourteen (14) days written notice by the owner of the Property, the Association agrees to execute, acknowledge and deliver to the owner an estoppel certificate in a form acceptable to the owner certifying that, to the best knowledge of the Association, the Association is not in default with regard to its obligations under this Restrictive Covenant. The owner of the Property shall pay reasonable fees to the Association for the preparation of this Certificate.

9. Binding Effect. This Restrictive Covenant and the restrictions created hereby are binding upon the owners of all or any portion of the Property.

10. Governing Law. This Restrictive Covenant shall be construed under and in accordance with the laws of the State of Texas, and all obligations are performable in Travis County, Texas.

11. Severability. If any of the provisions of this Restrictive Covenant are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of the Restrictive Covenant, which will continue in full force and effect. It is also the intention of the parties to this Restrictive Covenant that in lieu of each provision of this Restrictive Covenant that is illegal, invalid, or unenforceable, there be added as a part of this Restrictive Covenant a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

12. Amendment. This Restrictive Covenant may not be amended, revoked or terminated without the prior written consent of the Association.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BARTON CREEK VILLAGE, L.L.C., a Texas limited liability company

By: STRS L.L.C., a Delaware limited liability company, Manager

By: Stratus Properties Inc., a Delaware corporation, Sole Member

By: _____
John E. Baker, Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 200__, by John E. Baker, Senior Vice President of Stratus Properties Inc., a Delaware corporation, sole member of STRS L.L.C., a Delaware limited liability company, manager of Barton Creek Village, L.L.C., a Texas limited liability company, on behalf of said corporation, company and partnership.

(Seal)

Notary Public Signature

After Recording, Return to:

EXHIBIT "A"

SIGN CRITERIA

These basic standards have been made to govern the design, fabrication and installation of signs on the Property and are intended to afford all tenants clear visual identification, both day and night, and to protect against poorly designed and badly proportioned signage.

GENERAL REQUIREMENTS

City Zoning

Requirements: All signs are subject to the City of Austin Sign Ordinance. (Title 25 Land Development Code, Chapter 25-10, section 25-10-124 Scenic Roadway Sign District Regulations)

Tenant Responsibility: Each Tenant is responsible for its sign conforming to the applicable ordinances and codes. Each Tenant shall be responsible for hiring a licensed sign contractor to obtain all required permits prior to commencement of installation.

The advertising of informative content of all exterior signs shall be limited to letters designating the store name only. The use of a crest, shield, logo or other insignia shall not be allowed unless otherwise approved by the City of Austin.

No exposed ballast boxes, sign cabinets, or electrical transformers shall be permitted. Sign company names or stamps shall be concealed. External sign illumination shall not be permitted. In no event shall Tenants be permitted flashing or blinking signs, exposed neon or other materials that detract, in the Landlord's opinion from the image of the business complex located on the Property.

Any deviations from this sign criteria are subject to prior written approval by the Master Architectural Committee of the Association. The Master Architectural Committee of the Association has the right to waive any provisions listed herein, except for specific requirements mandated by the City of Austin Sign Ordinance. Waiver in a single instance shall not necessarily constitute a waiver to any other tenant.

Tenant shall be responsible for the repair of any staining, holes, etc. on the Building fascia caused by Tenant's sign.

EXTERIOR MOUNTED SIGNS

Sign Quantity Allowed: Each Tenant shall be allowed one sign per main public entrance, and per each perpendicular Building elevation of the Tenant's lease space. Wall mounted signs for the rear of the Building are not permitted.

Manufacturing Specifications:

Each Tenant is allowed one (1) individually mounted halo-illuminated (reverse) channel letter sign to follow UL48-T2D (GFI) specifications and mounted 2" off .090 aluminum panel that is mounted to a 7X7 extruded raceway (see attached drawing). Sign must be manufactured by a Underwriter's Laboratory certified sign manufacturer, and must bear appropriate U.L. Labels.

SIGN CONSTRUCTION STANDARDS

Neon: Illumination to be 30 MA 15 mm 6500 Snow White neon.

Letter Construction: Aluminum Letters to have seamless, welded assembly with an .090 facing and an .063 sidewall return for extra support.

Letter Depth: 3"

Sign backing to be clear Lexan for fire resistant safety.

Interior seams shall be caulked, and all letters to have 1/4" drain holes.

All sign components shall be constructed of corrosion-free materials.

Type Style

Requirements: Type styles may vary from sign to sign, but must have prior written approval of the Master Architectural Committee of the Association.

Paint and Color Requirements:

Letter faces and returns shall be painted with Matthews Two-stage automotive acrylic (color must have prior written approval of the Building owner or management-company), as well as painted white internally for increased illumination.

Mounting

Requirements: All signs letters shall be mounted 2" off .090 aluminum panel that is mounted to a 7X7 extruded raceway; All penetrations to the Building fascia shall be sealed with a silicone based sealant of clear color to match Building fascia.

Electrical

Requirements: All electrical components are to be remote and mounted behind wireway panel. All transformers, transformer boxes, conduit, and GTO shall be UL listed. Primary power shall be 120 Volt (check with sign vendor for amperage). All tenants are responsible for primary power to be installed within six feet of proposed sign location and a timer next to tenant's breaker box.

Special Component Requirements:

Back panel to be aluminum construction only using .090 aluminum skin.

SIZE OF LETTERS

One horizontal line of lettering not to exceed 24" in height. All signs will be limited to ten percent (10%) of the store frontage (calculated by a maximum of 15' in height x's the linear frontage of the store).

Length: All signs shall be centered over main entrance of leased space and in the sign band fascia area. Signs shall not exceed 75% of the Tenant's storefront width.

SECONDARY SIGN

No window signs are permitted without the prior written approval of the Master Architectural Committee of the Association.

No "sandwich" or easel/portable signs are allowed.

The Master Architectural Committee of the Association will allow letters not to exceed 5" to be placed on the rear door for identification purposes. Color to be black company.

SIGN VENDOR REQUIREMENTS

U.L. Certified: Underwriters Laboratory (UL) is the most recognized quality control organization for manufacturers of electrical products. They test, inspect and develop standards that ensure consumers are protected against inferior and unsafe products. Sign manufacturers that are certified with UL are monitored by unannounced quarterly inspections that scrutinize every aspect of the manufacturing process. If inferior techniques of manufacturing are discovered the sign company is subject to fines, and possible loss of certification. Most major cities and property managers require signs to bear the UL certification label of the manufacturer. The UL website will verify if a sign manufacturer is UL listed. (<http://database.ul.com/cgi-bin/XYV/template/LISEXT/1FRAME/index.htm>)

Licensing Requirements: The City of Austin requires that all sign companies have an active contractor's license and a \$1,000,000.00 surety bond renewed annually. Only then is a sign company permitted to legally install signs and pull permits within the city limits. Any sign installed illegally is subject to removal and fines imposed by the city. The sign permit officer can be reached via phone (512-974-3345) or email (Donna.Cerkan@ci.austin.tx.us) to verify if a sign contractor is currently licensed and bonded.

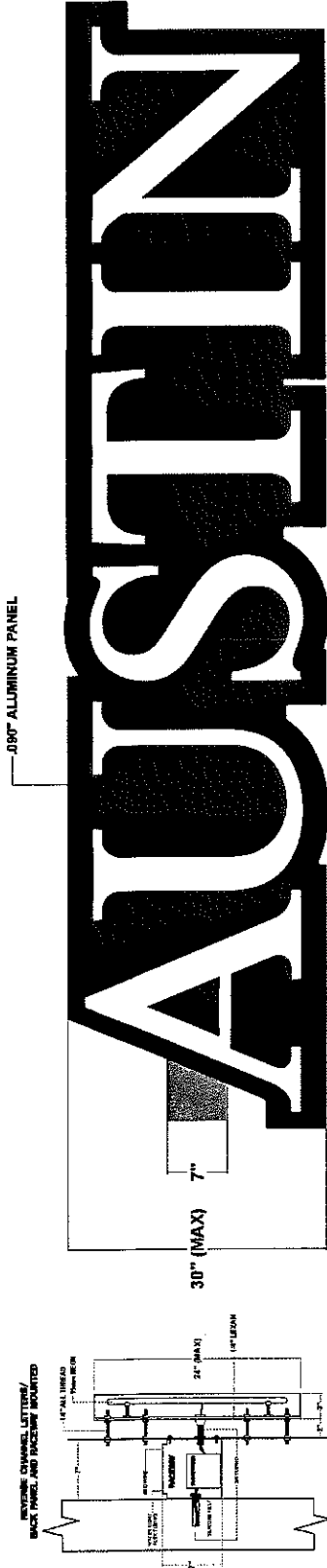
Insurance Requirements: Choosing a properly insured sign manufacturer is an important step in protecting you and your company's assets against unforeseen circumstances, to ensure that your business is protected against liability in the event of an accident when our employees or sub-contractors are performing duties at your business site. Sign vendors must provide the property owner with a certificate of insurance listing your business name and location as an additional insured on our policy. Insurance policy limits must be Comprehensive General Liability \$2,000,000.; Bodily Injury, Each Occurrence \$2,000,000.; Commercial Auto Liability \$2,000,000.; Worker's Compensation \$1,000,000.

If you have any questions regarding sign construction or City of Austin sign requirements, please feel free to call Sign Tech @ (512) 494-0002 or visit www.signtechinternational.com.

EXHIBIT "A-1"

WIRING SCHEMATIC FOR ALL STOREFRONT SIGNAGE

REVERSE ILLUMINATED CHANNEL LETTERS/ BACK PANEL AND RACEWAY MOUNTED



SEE PAGE 2

SPECIFICATIONS FOR FABRICATION AND INSTALLATION


- INTERNALLY ILLUMINATED CHANNEL LETTERS BUILT TO UL SPECIFICATION
- OVERALL LETTER HEIGHT - 24" / OVERALL PANEL HEIGHT - 30" / TOTAL SQUARE FEET - 120
- ALUMINUM CONSTRUCTION: FACED, 6063 T6 ALUMINUM / 6061 T6 ALUMINUM / 6063 T6 ALUMINUM / 6061 T6 ALUMINUM
- MOUNTING METHOD - INDIVIDUAL LETTERS WITH Z-STANDOFF TO A PLAT BACK PANEL MOUNTED TO RACEWAY
- PRIMARY ELECTRICAL REQUIREMENT - 120 VOLT INSTALLED WITHIN SIX FEET OF SIGN BY OTHERS

COLOR AND NEON SPECIFICATIONS

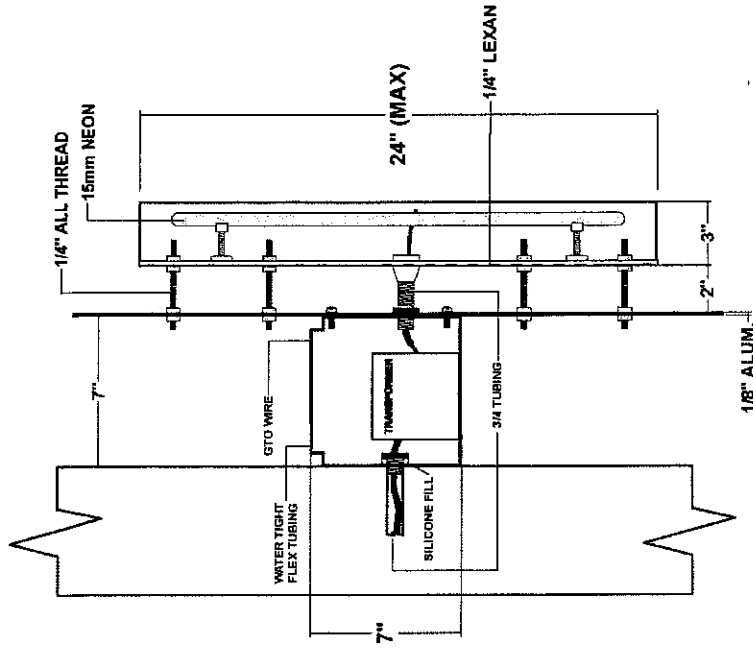
- CHANNEL LETTERS PAINTED WITH MATTHEWS TWO-STAGE AUTOMOTIVE PAINT (COLOR TO BE APPROVED BY LANDLORD)
- RETURN - T60
- RACEWAY - PAINTED MATTHEWS BLACK WITH 50% WHITE
- INTERIOR PAINTED WHITE FOR IMPROVED ILLUMINATION
- HEIGHT - NUMBER OF STROKES - 1 / FACE HEIGHT - 1.5mm / 600 WHITE


SIGN CONSTRUCTION STANDARDS

- NEON: ILLUMINATION TO BE 30 MA 15mm (5/8") RED SODIUM WHITE NEON FOR EXTRA SAFETY
- LETTER CONTRIBUTION: LETTER DEPTH - 3"
- SIGN BACKING TO BE CLEAR LEXAN FOR FIRE RESISTANT SAFETY
- INTERIOR SIGNS SHALL BE PAINTED AND ALL LETTERS TO HAVE 1/4" DRAIN HOLES
- ALL SIGN COMPONENTS SHALL BE CONSTRUCTED OF CORROSION-FREE MATERIALS
- TYPE STYLES MAY VARY FROM SIGN TO SIGN, BUT MUST HAVE PRIOR WRITTEN APPROVAL OF THE BUILDING OWNER OR MANAGEMENT COMPANY
- LETTER FACED AND RETURN SHALL BE PAINTED WITH MATTHEWS TWO-STAGE AUTOMOTIVE PAINT (COLOR MUST HAVE PRIOR WRITTEN APPROVAL OF THE BUILDING OWNER OR MANAGEMENT COMPANY), AS WELL AS PAINTED WHITE INTERIALLY FOR IMPROVED ILLUMINATION
- ALL PENETRATIONS TO THE BUILDING FASCIA SHALL BE SEALED WITH A SILICONE BASED SEALANT OF CLEAR COLOR TO MATCH BUILDING FASCIA
- ALL ELECTRICAL COMPONENTS ARE TO BE REMOVED AND MOUNTED BEHIND RACEWAY PANEL. ALL TRANSFORMER BOXES, CONDUIT, AND GTO SHALL BE UL LISTED. PRIMARY POWER SHALL BE 120 VOLT. ALL TENANTS ARE RESPONSIBLE FOR PRIMARY POWER TO BE INSTALLED WITHIN SIX FEET OF PROPOSED SIGN LOCATION AND TIMER NEXT TO TENANT'S BRANDED BOX.
- BULK PANEL TO BE ALUMINUM CONSTRUCTION USING .080" ALUMINUM SKIN. PAINT COLOR WILL BE DETERMINED BY LANDLORD OR MANAGEMENT COMPANY.
- ONE HORIZONTAL LINE OF LETTERING NOT TO EXCEED 24" IN HEIGHT. ALL SIGNS WILL BE LIMITED TO TEN PERCENT (10%) OF THE STORE FRONTAGE (CALCULATED BY A MAXIMUM OF 19' IN HEIGHT X 5 THE LINEAR FRONTAGE OF THE STORE).
- ALL SIGNS SHALL BE CENTERED OVER MAIN ENTRANCE OF LEASED SPACE AND IN THE SIGN BAND FASCIA AREA.
- SIGNS SHALL NOT EXCEED 75% OF THE TENANT'S STOREFRONT WIDTH.

 <p>AUSTIN ARCHITECTURAL GRAPHICS, INC. Architectural Signage Design & Fabrication Interior & Exterior 1406 East 5th St. Austin, Texas 78702 Tel: (512) 473-2075 Fax: (512) 473-2701</p>	DATE	08-22-06	REVISIONS	PROJECT NAME	BARTON CREEK VILLAGE	ALL WRITTEN MATERIAL, DESIGNS AND/OR DRAWINGS APPEARING HEREON SHALL BE THE PROPERTY OF AUSTIN ARCHITECTURAL GRAPHICS, INC. AND MAY NOT BE REPRODUCED, COPIED, OR USED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DESIGNER. COPYRIGHT 2008 AUSTIN ARCHITECTURAL GRAPHICS, INC.	SIGN TYPE
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REVERSE ILLUMINATED CHANNEL LETTERS/ BACK PANEL AND RACEWAY MOUNTED



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	<p>DRAWN BY MICHAEL STEINMAN</p>	<p>SCALE AS NOTED</p>	<p>ALL WRITTEN MATERIAL, DESIGNS AND/OR DRAWINGS APPEARING HEREIN CONSTITUTE THE ORIGINAL WORK OF THE DESIGNER AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED OR USED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DESIGNER. COPYRIGHT 2006 AUSTIN ARCHITECTURAL GRAPHICS, INC.</p>	<p>PRICE 2</p>

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