

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is entered in as of April 13, 2000, by 35/45 Investors, L.P., a Texas limited partnership ("Declarant").

Recitals

A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of January 5, 2000 (the "Declaration"), duly recorded as Document No. 2000005167 in the Official Public Records of Williamson County, Texas, and affecting certain real property more particularly described therein (the "Property").

B. Declarant desires to amend the Declaration in accordance with Section 7.06 of the Declaration.

Amendment

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

1. Travel Trailers and Recreational Vehicles. The provisions of Section 2.19 of the Declaration restricting the manner in which travel trailers and recreational vehicles may be parked on the Property will not apply to Lot 3, Block D, La Frontera Section III-B, a subdivision in the city of Round Rock, Williamson County, Texas according to the map or plat thereof recorded in Cabinet S, Slides 69-76 of the Plat Records of Williamson County, Texas (the "Hotel Lot") for so long as a hotel is being operated on the Hotel Lot. Travel trailers and recreational vehicles are not restricted in any manner from parking on the Hotel Lot for so long as a hotel is being operated on the Hotel Lot.
2. Hotel Use. Notwithstanding the provisions of Section 7.06 of the Declaration, the provisions of Section 2.22 of the Declaration may not be amended without the written consent and joinder of the owner of the Hotel Lot.
3. Title to Infrastructure and Equipment. Notwithstanding the provisions of Section 4.04 of the Declaration, if Provider reasonably determines the cost to remove cable, wiring and fiber is prohibitive or will require extensive operations or repairs at the terminated location, Provider may abandon in place the cable, wiring and fiber.
4. Miscellaneous.
  - a. Except as modified hereby, the Declaration shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Declaration, the terms set forth in this Amendment shall govern and control.

b. Captions used herein are for convenience only and are not to be utilized to ascribe any meaning to the contents thereof.

c. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meanings ascribed to them under the Declaration.

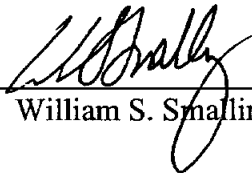
d. This Amendment shall be binding upon and shall inure to the benefit Declarant and its successors, assigns, receivers and trustees, and shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED as of the date first above written.

DECLARANT:

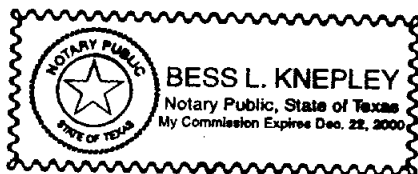
35/45 INVESTORS, L.P., a Texas limited partnership


By: 35/45 Genpar, L.L.C., a Texas limited liability company, its General Partner

By:   
William S. Smalling, Manager

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on April 13, 2000, by William S. Smalling, Manager of 35/45 Genpar, L.L.C., a Texas limited liability company, General Partner of 35/45 Investors, L.P., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

04-14-2000 01:27 PM 2000023342  
MILLER \$13.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

*(Handwritten mark)*

11-GF#

*926747 JCD*

RETURN TO: HERITAGE TITLE  
98 SAN JACINTO BLVD., STE. 400  
AUSTIN, TEXAS 78701