



Nancy E. Rister, County Clerk

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Williamson County Texas

NORTHWOODS AT AVERY RANCH
SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

[NORTHWOODS AVERY STATION CONDOMINIUMS]

This Northwoods at Avery Ranch – Supplemental Declaration of Covenants, Conditions, and Restrictions [Northwoods Avery Station Condominiums] (the “**Supplemental Declaration**”) is made and executed by **NORTHWOODS AVERY RANCH, LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

RECITALS:

1. Pursuant to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions [Northwoods at Avery Ranch] recorded in Document No. 2011031122, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Northwoods at Avery Ranch, recorded as Document No. 2012026915, Official Public Records of Williamson County, Texas, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northwoods at Avery Ranch, recorded as Document No. 2012105985, Official Public Records of Williamson County, Texas, and by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Northwoods at Avery Ranch, recorded as Document No. 2013015401, Official Public Records of Williamson County, Texas (collectively, the “**Master Declaration**”), in addition to the covenants, conditions and restrictions set forth in the Master Declaration, Declarant has reserve the right to execute and record an additional “Supplemental Declaration” against all or any portion of the property that is subject to the Master Declaration (the “**Master Declaration Property**”). As provided in Section 1.40 of the Master Declaration, a Supplemental Declaration may be recorded to (i) add land to the Supplemental Declaration Property; (ii) subject any portion of the Master Declaration Property to further covenants, conditions or restrictions; (iii) withdraw land from the Master Declaration Property; or (iv) establish a “Subassociation” (as defined in the Master Declaration).

2. In accordance with its authority under the terms of the Master Declaration, and subject to the terms and conditions set forth hereinbelow, Declarant now desires to file this Supplemental Declaration against that portion of the Master Declaration Property comprising Northwoods Avery Station, a condominium regime located in Williamson County, Texas (the “**Property**”), established pursuant to the terms and provisions of that certain Declaration of Condominium Regime for Northwoods Avery Station recorded as Document No. 2012086773, Official Public Records of Williamson County, Texas (the “**Condominium Declaration**”). Declarant is the present owner of all condominium units in the Property.

NOW, THEREFORE, it is hereby declared as to the Property: (i) that all of such Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with such Property, and shall be binding on all parties having any right, title or interest in or to such Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of all or any portion thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property or any portion thereof 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 or referred to in said contract or deed.

1. **Defined Terms.** Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Declaration.

2. **Property Designated as the “Multi Family Residential Area.”** Declarant hereby designates the Property as the “Multi Family Residential Area” defined in the Master Declaration.

3. **Use of Common Area and Facilities.** Pursuant to Paragraph 5.4 of the Master Declaration, Declarant hereby specifically grants to the owners of condominium units within the Property the right to use and enjoy the Common Area and Facilities pursuant to the terms and conditions of the Master Declaration, and designates the owners of condominium units within the Property as Members of the Association for all purposes, including but not limited to the purpose of common use and enjoyment of the Common Area and Facilities.

4. **Assessments.** Pursuant to Section 9.1.1 of the Master Declaration, Assessments shall be levied against each condominium unit within the Property. Each such condominium unit shall be subject to assessments levied under the Master Declaration in the same manner as Residential Lots.

5. **Approval for Construction.** No improvements shall be constructed on any portion of the Property without the prior written approval the Architectural Control Committee.

6. **Residential Use.** Unless dedicated to the Association as Common Area and/or Facilities, each Condominium Unit within the Property shall be improved and used solely for residential use, with a private garage for not less than one (1) car nor more than four (4) cars, fencing and such other Improvements as are necessary or customarily incident to residential use. Carports shall not be permitted. Alternative garages may be constructed with attached Condominium Units, provided that any such alternative parking structure shall be appropriately screened from view, and approved by the Architectural Control Committee.

7. **Fences.** The vision for development of the Property is an open view design. Fences may be installed along the boundary lines of each Condominium Unit. Additionally, fences erected for the purpose of containing a pet may be constructed within a portion of the Condominium Unit’s yard area approved by the Architectural Control Committee, and shall be limited to an area no larger than six feet (6’) by twelve feet (12’). All fences shall be constructed of wrought iron, forty-two inches (42”) in height, and with pickets no greater than four inches (4”) apart (or such other standard as determined by the Architectural Control Committee or as is required by applicable governmental authorities) and painted bronze (Tiger Coat RAL 8014) or such other color determined by the Architectural Control Committee. Routine and ordinary fence maintenance shall be the responsibility of the Association; provided, however, that the repair of damage to a fence for any reason other than ordinary wear and tear shall be the responsibility of the Owner and all such damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence’s axis is more than five (5) degrees out of a perpendicular alignment with its base, (ii) missing, loose or damaged rails in the fence, or (iii) symbols, writings or other graffiti on the fence.

8. **Building Heights.** No residence or any other improvement constructed within a Condominium Unit shall exceed forty feet (40’) in height measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak or gable of a roof, excluding chimneys.

9. **Dwelling Size.** Each residence constructed within a Condominium Unit shall contain a minimum of 1,100 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages.

10. **Building Materials.** In order to maintain a consistent look throughout the community and preserve property values, the Architectural Control Committee shall have the authority set forth in this section. The approval of the Architectural Control Committee is required for all building materials. Only new building materials (except for used brick) shall be used for constructing any Improvements. The approval of the Architectural Control Committee is required for all external paint colors. Exposed metal roof decks that reflect light in a glaring manner such as galvanized steel sheets are specifically prohibited. Other roofing materials may be used only with the prior written consent of the Architectural Control Committee, which may specify a minimum quality or grade of materials. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements. Except during construction of an improvement on the Property, no building materials of any kind shall be placed or stored on the Property.

11. **Style and Types.** In order to achieve the old town look and feel as is the vision for the Property, a variety of architectural styles from older eras is encouraged. Bungalow, Craftsman, Farmhouse, Cottage and Prairie styles as found in the older tree lined streets of historical areas are encouraged.

12. **Exterior Cladding Requirements.**

(a) "Exterior Cladding" means siding, brick, stone, or stucco veneer construction. Siding means hardiboard, hardiplank, hardiboard shingles, or hardiboard lap siding, board and batten combinations or other approved equal as set forth by the Architectural Control Committee. Masonry Veneer means brick, natural stone or stucco and does not include hardiboard, hardiplank, hardiboard shingles, or hardiboard lap siding.

(b) The use of multiple styles of siding per residence is highly encouraged in order to provide both directional and texture breaks in the facades of the residence. Gable ends of board and batten transitioning into lap sidings would provide an example of good multiple use of siding types. .

(c) Transition bands made of larger flat stock (1 x 8, 1 x 10, 1 x 12) are encouraged to be utilized between siding breaks as opposed to simple bent flashing metal. These breaks provide for dimensional relief in the faced as well as for color banding as desired for the architectural effect being achieved.

(d) All residences within the Property shall have at least an aggregate amount of forty (40) square feet of masonry veneer on the front elevation used to provide contrast and natural elements into the theme. These could be used to represent mock crawl spaces, column supports or decorative entrances as see fit for the architectural style.

(e) With respect to chimneys, if the chimney or fireplace chase is located on the side of a residence protruding from the main body of the residence, it shall be of masonry veneer construction so as to depict an old style masonry built fireplace. If the chimney is internal, it should be built from similar siding material as used on the rest of the residence.

(f) Variances to these requirements may be granted in the sole discretion of the Architectural Control Committee.

13. Roofs.

(a) Except as otherwise provided, herein each residence within the Property shall have a minimum roof pitch of 5:12, except porch and architectural featuring roofs may have a 3:12 roof pitch. All roof shingles shall be “weatherwood” or a substantially similar color, and shall have a minimum twenty-five (25) year life.

(b) Notwithstanding the requirements and specifications above, any Owner may request a variance from the Architectural Control Committee for a different roof pitch. The Architectural Control Committee will review each such request and may, or may not, grant the request in its sole and absolute discretion on a case-by-case basis, considering, among other items, the overall appearance of the house.

14. Alteration or Removal of Improvements on the Property. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement on the Property (including exterior paint colors) or the removal of any Improvement on the Property shall be performed only with the prior written approval of the Architectural Control Committee.

15. Garbage Containers. The Architectural Control Committee has the right to specify a specific location within each Condominium Unit in which garbage containers must be placed for trash collection service.

16. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence or vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction on the Property does not conform to usual practices in the area as determined by the Architectural Control Committee in its sole judgment, the Architectural Control Committee shall have the authority to seek an injunction to stop such construction. In addition, if, during the course of construction upon any Condominium Unit, there is excessive accumulation of debris of any kind which would render the Condominium Unit or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property or the Master Declaration Property, then the Architectural Control Committee may contract for or cause such debris to be removed, and the Owner of the Condominium Unit shall be liable for all expenses incurred in connection therewith.

17. Landscaping. “Landscaping” means any modification to a Condominium Unit, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, nonstructural retaining walls, and introduced vegetation. The front and side yard space around each Condominium Unit, from the front property line to the front porch or front door of the Condominium Unit, must have an irrigation system and shall be fully sodded or planted with Bermuda, Zoysia, Prairie Buffalo Grass or other sod approved by the Architectural Control Committee and at least two (2) three inch (3”) trees shall be planted in the front yard space of each Condominium Unit prior to occupancy (the “**Required Landscaping**”). Landscaping shall be maintained as provided in the Condominium Declaration. Grasses and weeds shall at no time be allowed to exceed 6” (six inches) in height on any portion of the Property. Curbs and driveways must be free of weeds and regular edging to prevent grass overgrowth in such areas is required. Recommendations by the Architectural Control

Committee with respect to tree disease control must be followed immediately. The use of fountains is strongly discouraged and shall only be permitted with the prior written approval of the Architectural Control Committee.

18. Construction in Place. All dwellings, structures, buildings and swimming pools constructed within any Condominium Unit shall be built in place in the Condominium Unit and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee.

19. Location of Improvements. No permitted accessory building (other than attached garages) shall be located nearer than seven and one-half feet (7/5') to an interior boundary line of a Condominium Unit. Notwithstanding the general guidelines herein set forth as to location of Improvements upon the Property, it is the intention of Declarant to establish the importance of locating the Improvements so as to preserve existing natural trees, vegetation and topography to the extent reasonable and practical. Except as to granting variances as to setbacks, the Architectural Control Committee has the power to enforce, or to grant variances with respect to these guidelines, so long as the location of the Improvements will not conflict with the Condominium Declaration, any Plat or zoning ordinance, utility easement, or public right-of-way.

20. Public Utility Easements. Certain utility easements shown on the condominium plat included within the Condominium Declaration ("**Utility Easements**") have been dedicated to the public use. The maintenance of any paving or other permitted Improvement on the Utility Easements is the responsibility of the Owner. No buildings, decks, pools, or spas shall be constructed, reconstructed, or placed upon, over, or across the Utility Easements except with the consent of the Architectural Control Committee and of each utility company using such Utility Easement.

21. Foundations. All residences that abut, are adjacent to, or are along, in whole or in part, any greenbelt or buffer shall not have any part of its foundation exposed to a height in excess of three (3) feet from the finished grade.

22. Storage Sheds. Storage sheds may be constructed within any Condominium Unit; however, such storage sheds: (i) shall not exceed eighty (80) square feet (slab size); (ii) may not exceed six feet (6') in height; (iii) must be constructed of similar materials, architectural design and color as the residence; and (iv) must be shielded from street view by the residence or fencing.

23. Playscapes and Swing Sets. In keeping with the open view design, playscapes, swing sets and any other permanent recreational structures are prohibited.

23. Duration. This Declaration and the covenants, conditions and restrictions set out herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Williamson County, Texas, and continuing through and including January 1, 2055, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Williamson County, Texas. Notwithstanding any provision herein to the contrary, if any

provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one (21) years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

24. Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Williamson County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) Declarant and at least sixty-seven percent (67%) of the Owners of Condominium Units within the Property. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Condominium Unit; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Condominium Units; or (iv) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

25. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Condominium Unit owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

26. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

27. Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

28. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

29. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of a Condominium Unit within the Property, at such Owner's own expense, Declarant and the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof, together with such other rights of enforcement as may be provided in the Master Declaration, which may be exercised hereunder in the same manner and to the same extent provided for in the Master Declaration. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner, Declarant or the

Association. Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

30. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 15th day of February, 2013.

DECLARANT:

NORTHWOODS AVERY RANCH, LLC,
a Texas limited liability company

By: Gary L Newman
Printed Name: GARY L. NEWMAN
Title: Authorized Agent

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 15th day of February, 2013, by Gary L. Newman, Authorized Agent of Northwoods Avery Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.



Catherine L. Rearick
Notary Public - State of Texas

After Recording Return to:

Joshua D. Bernstein, Esq.
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701