

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

[AVERY STATION SECTION II-B1]

This Northwoods at Avery Ranch – Supplemental Declaration of Covenants, Conditions, and Restrictions [Avery Station Section II-B1] (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 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 certain portion of the Master Declaration Property comprising the real property more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “**Property**”). Declarant is the present owner of 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.

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2. **Approval for Construction.** No improvements shall be constructed on any Residential Lot within the Property without the prior written approval the Architectural Control Committee.

3. **Residential Use.** All Residential Lots, unless dedicated to the Association as Common Area and/or Facilities, shall be improved and used solely for residential use, inclusive, with respect to detached Houses only, of 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 with respect to detached Houses. Alternative garages may be constructed with attached Houses, provided that any such alternative parking structure shall be appropriately screened from view, and approved by the Architectural Control Committee.

4. **Fences, Walkways, and Sidewalks.** Fences are required along the side (commencing from approximately the middle or rear portion of the house) and rear property lines (forming the backyard of the home) of each Residential Lot where a House is constructed. Except where wrought iron fencing is required, any and all fences constructed shall be "good neighbor fences". However, all fences that face any street shall be constructed so that the front portion (i.e. smooth, with no backing) of the fencing faces the street. Any fence that faces the street shall also have a cap and be stained a color to be determined by the Architectural Control Committee and published as part of the Design Guidelines or the Association Rules. All front walkways on Residential Lots shall be located so that they run from the front porch or front door to the driveway on such Residential Lot and not to the street or curb. A sidewalk four feet (4') in width shall be constructed on each Residential Lot along the street on the front of any House (and along any side street on corner Residential Lots), which sidewalk shall be set back from the street a distance of four feet (4'). All fences on Residential Lots on, abutting, or adjacent to any greenbelt, critical environmental feature, or buffer shall be of wrought iron, along the rear property line and along the side property lines (from the rear property line to the back of the house.) All wrought iron fences shall be six feet in height with pickets no greater than 4 inches apart (or such other standard as is required by applicable governmental authorities) and painted bronze (Tiger Coat RAL 8014) or such other color determined by the Architectural Control Committee. Except with respect to wrought iron fences, all fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. With respect to wrought iron fences only, routine and ordinary fence maintenance shall be the responsibility of the Association; provided, however, that the repair of damage to a wrought iron 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 steel or wood rails in the fence, or (iii) symbols, writings or other graffiti on the fence.

5. **Building Heights.** No House or any other Improvement constructed on a Residential Lot 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.

6. **Dwelling Size.**

(a) All single story detached dwellings shall contain a minimum of 1,700 and a maximum of 2,500 square feet of interior heated and air conditioned floor space.

(b) All two-story detached dwellings shall contain a minimum of 2,200 and a maximum of 3,100 square feet of interior heated and air conditioned floor space.

7. **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.

8. **Masonry Requirements.**

(a) "Masonry Veneer" means brick, stone, or stucco veneer construction. Masonry Veneer does not include hardiboard, hardiplank, hardiboard shingles, or hardiboard lap siding. However, the Architectural Control Committee may approve some form of hardiboard or hardiplank in lieu of Masonry Veneer where brick, stone, or stucco are not feasible so long as the hardiboard or hardiplank is installed horizontally and is no greater than 30% of total masonry square footage. Exceptions for decorative siding such as vertical board and batten, and shakes, will be considered by the Architectural Control Committee on a case-by-case basis.

(b) The first floor of all Houses shall be one hundred percent (100%) Masonry Veneer construction, exclusive of areas over roof not supported by Masonry Veneer below, roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trimwork.

(c) The front façade of the second floor of all Houses shall be 100% Masonry Veneer construction, exclusive of areas over roof not supported by Masonry Veneer below, roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trimwork. Second floor sides of these Houses shall have Masonry Veneer turn the corner and return down the sides a minimum of five (5) feet, unless the sidewall is over a roof.

(d) All Houses shall have at least an aggregate amount of seventy (70%) Masonry Veneer, exclusive of areas over roof not supported by Masonry Veneer below, roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trimwork.

(e) All Houses on, abutting, or adjacent to Staked Plains Dr. shall be one hundred percent (100%) Masonry Veneer construction, exclusive of areas over roof not supported by Masonry Veneer below, roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trimwork.

(f) With respect to chimneys, if the chimney or fireplace chase is located on the side of the House, it shall be of masonry veneer construction. If the chimney is internal, it is not required to be of masonry veneer construction.

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

9. **Roofs.**

(a) Except as otherwise provided herein, all Houses shall have a minimum roof pitch of 6:12, except porch and architectural featuring roofs may have a 3:12 roof pitch. All Houses with a lot size of sixty feet (60') in width shall have a minimum roof pitch of 7:12. All Houses with a lot size of seventy feet (70') in width shall have a minimum roof pitch of 8:12. All Houses located on or abutting Staked Plains Dr. shall have a minimum roof pitch of 6:12, unless such House is on a Lot which is seventy feet (70') in width or greater, then such House shall have a minimum roof pitch of 8:12. 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.

10. 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.

11. Garbage Containers. The Architectural Control Committee has the right to specify a specific location on each Residential Lot in which garbage containers must be placed for trash collection service.

12. 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 upon any Residential Lot. 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 upon any Residential Lot 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 Residential Lot, there is excessive accumulation of debris of any kind which would render the Residential Lot 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 Residential Lot shall be liable for all expenses incurred in connection therewith.

13. Landscaping. "Landscaping" means any modification to a Residential Lot, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, nonstructural retaining walls, and introduced vegetation. The Front Yard and Front Side Yard of all Residential Lots, from the front property line to the front fence of the house, must have an irrigation system and shall be fully sodded or planted with St. Augustine, 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 each front yard of each Residential Lot prior to the occupancy of the residence located on the Residential Lot (the "**Required Landscaping**"). Required Landscaping shall be installed before the primary building Improvement is occupied. Except with respect to Common Areas, landscaping which has been installed on any Residential Lot shall be properly maintained at all times. Grasses and weeds shall at no time be allowed to exceed 6" (six inches) in height on vacant or developed lots. Curbs, sidewalks and driveways must be free of weeds, and each Owner shall perform regular edging to prevent

grass overgrowth in such areas. Recommendations by the Architectural Control Committee with respect to tree disease control must be followed immediately. The use of fountains in the Front Yard and Front Side Yard of any Residential Lot is strongly discouraged and shall only be permitted with the prior written approval of the Architectural Control Committee.

14. **Construction in Place.** All dwellings, structures, buildings and swimming pools constructed on any Residential Lot shall be built in place on the Residential Lot 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.

15. **Location of Improvements.** No buildings or other Improvements shall be located on any Residential Lot on or inside any setback line shown on the Plat of the Property. No permitted accessory building (other than attached garages) shall be located nearer than seven and one-half feet (7.5') to an interior Residential Lot line. Notwithstanding the general guidelines herein set forth as to location of Improvements upon the Residential Lots, 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 any Plat or zoning ordinance or encroach upon any other Residential Lot, utility easement, or public right-of-way or result in any building being located closer than ten feet (10') from the primary dwelling structure on another Residential Lot. Roof eaves are not to be considered in calculating the distances stated in this Section.

16. **Public Utility Easements.** Certain utility easements shown on the Plats ("Utility Easements") have been dedicated to the public use. The maintenance of any sidewalk, 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.

17. **Foundations.** All Houses constructed on Residential Lots 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.

18. **Storage Sheds.** Storage sheds may be constructed on any Residential Lot; however, such storage sheds: (i) shall not exceed eighty (80) square feet (slab size), may not exceed the lesser of six feet (6') in height or the height of the privacy fence constructed on the Residential Lot; and (iii) must be shielded from street view by the residence or fencing.

19. **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.

20. **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 Residential Lots 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 Residential Lot; (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 Residential Lots; 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.

21. **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 Residential Lot 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.

22. **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.

23. **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.

24. **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.

25. **Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner of a Residential Lot 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.

26. **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 30 day of Sept., 2013.

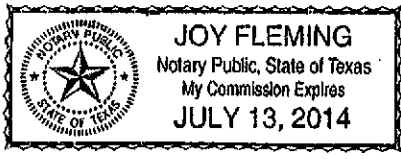
DECLARANT:

NORTHWOODS AVERY RANCH, LLC,
a Texas limited liability company

By: Gary L. Newman
Printed Name: GARY L. NEWMAN
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 30 day of Sept., 2013, by Gary L. Newman, vice president of Northwoods Avery Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.



Joy Fleming
Notary Public - State of Texas

After Recording Return to:

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

EXHIBIT "A"

[DESCRIPTION OF PROPERTY]

All lots in Avery Station Section II-B1, a subdivision of record in Williamson County, Texas; according to the map or plat thereof recorded as Document No. 2013030675 in the Plat Records of Williamson County, Texas.

2013094712

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 October 02 11:40 AM

FEE: \$53.00 PGS9

Williamson County Texas