AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

NORTHWOODS

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

WHEREAS, 138 Acres, Ltd., a Texas limited partnership ("138 Acres"), Langley Ranches Limited Partnership, an Arizona limited partnership ("Langley") and Fleur Land, Ltd., a Texas limited partnership ("Fleur") are the owners of certain real property located in Williamson County, Texas and more particularly described below; and

WHEREAS, 138 Acres, Langley and Fleur have set forth certain agreements and covenants regarding the development of their respective tracts in that certain Master Declaration of Covenants, Conditions and Restrictions, dated effective April 25, 2002, and filed of record in Document No. 2002036817 of the Official Public Records of Williamson County, Texas (the "Prior Declaration"); and

WHEREAS, 138 Acres, Langley and Fleur have determined and agreed that an incorrect version of the Prior Declaration was mistakenly filed of record; and

WHEREAS, 138 Acres, Langley and Fleur now wish to completely replace and supersede the Prior Declaration with this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, in order to correctly document their agreements and covenants regarding their respective tracts; and

WHEREAS, Robert C. Marshall, Jr. and Gary Mefford, as President and Secretary, respectively, of the Northwoods Owners’ Association, Inc. (the "Master Association", as defined below), have executed this Amended and Restated Declaration of Covenants Conditions and Restrictions to acknowledge that the Master Association has received the required votes to amend the Prior Declaration, as required by Section 10.2 of the Prior Declaration;

NOW, THEREFORE, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 138 Acres, Langley, Fleur and the Master Association agree that the Prior Declaration is hereby replaced and superseded in its entirety, and replaced with the following:
WHEREAS, 138 Acres, Ltd., a Texas limited partnership ("138 Acres"), is the sole owner of certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A", attached hereto (the "138 Acres Tract"); and

WHEREAS, Langley Ranches Limited Partnership, an Arizona limited partnership ("Langley"), is the sole owner of certain real property located in Williamson County, Texas, as more particularly described on Exhibit "B", attached hereto (the "Langley Tract"); and

WHEREAS, Fleur Land, Ltd., a Texas limited partnership ("Fleur") is the sole owner of certain real property located in Williamson County, Texas, as more particularly described on Exhibit "C", attached hereto (the "Fleur Tract"), (the 138 Acres Tract, Langley Tract and Fleur Tract, together with any other property annexed from time to time in accordance with the provisions hereof, being collectively referred to as the "Property"); and

WHEREAS, 138 Acres, Langley and Fleur wish to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth; and

WHEREAS, 138 Acres, Langley and Fleur desire to create and carry out a uniform plan for the improvement, development, and sale of the Property for the benefit of the present and future owners 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 easements, restrictions, covenants, and conditions, 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 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.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified:

1.1. Architectural Control Committee. "Architectural Control Committee" means a committee created pursuant to this Master Declaration and a Subordinate Declaration to review and approve plans for the construction of Improvements upon a portion of the Property and to take such other actions and exercise such other authority as may be expressly delegated to such Architectural Control Committee by this Master Declaration or by any Sub-Declaration. The "Master Architectural Control Committee" means the Architectural Control Committee created by Section 7.1 hereof.
1.2. **Architectural Control Committee Rules.** “Architectural Control Committee Rules” means the rules and regulations adopted by an Architectural Control Committee, as the same are amended from time to time. The “Master Architectural Control Committee Rules” means the Architectural Control Committee Rules created by the Master Architectural Control Committee.

1.3. **Assessment.** “Assessment” or Assessments” means assessment(s) levied by the Master Association under the terms and provisions of this Master Declaration.

1.4. **Commercial Lots.** “Commercial Lots” means those Lots in the Property intended for commercial or multi-family (i.e., more than one-to-four family) development and use, and designated herein as Commercial Lots by the Declarant.

1.5. **Common Area and Facilities.** “Common Area and Facilities” means Lots and other properties, if any, designated by a Developer or any subsequent owner of any portion of the Property who is a Sub-Declarant under a Subordinate Declaration and conveyed to the Master Association along with any area within public right-of-ways or easements that the Master Board deems necessary or appropriate to maintain for the common benefit of the Property Owners. Common Area and Facilities may be designated by a Developer or a Sub-Declarant under a Subordinate Declaration or any Supplemental Declaration and dedicated or otherwise conveyed to the Master Association from time to time and at any time.

1.6. **Declarant.** “Declarant” means 138 Acres, Langley and Fleur.

1.7. **Declaration.** “Declaration” means this instrument as it may be amended from time to time.

1.8. **Developer.** “Developer” means 138 Acres, Langley and Fleur, or a Person who has acquired a portion of the Property from 138 Acres, Langley or Fleur prior to such portion of the Property being subdivided (by final plat) into one or more legal Lots.


1.10. **Improvement.** “Improvement” means every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage facilities, patios, driveways, roads, garages, screening walls, retaining walls, stairs, decks, landscaping poles, signs, exterior air conditioning, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.11. **Lot.** “Lot” or “Lots” means any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon.
1.12. **Master Articles.** "Master Articles" means the Articles of Incorporation of the Northwoods Owners' Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.13. **Master Association.** "Master Association" means and refers to Northwoods Owners' Association, Inc., a Texas non-profit corporation, created or to be created pursuant to the Master Articles.

1.14. **Master Association Rules.** "Master Association Rules" means the rules and regulations adopted by the Master Board as the same may be amended from time to time.

1.15. **Master Board.** "Master Board" means the Board of Directors of the Master Association.

1.16. **Master Bylaws.** "Master Bylaws" means the Bylaws of the Master Association which may be adopted by the Master Board, as the same are from time to time amended.

1.17. **Master Declaration.** The "Master Declaration" means this Declaration, as the same may be amended from time to time, together with the Master Architectural Control Committee Rules, the Master Association Rules, the Master Articles and the Master Bylaws.

1.18. **Member.** "Member" or "Members" means any Person(s) holding membership rights in the Master Association.

1.19. **Mortgage.** "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.20. **Mortgagee.** "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.21. **Owner.** "Owner" or "Owners" means any Person, including the Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.22. **Permitted Commercial Uses.** "Permitted Commercial Uses" means the use of a Commercial Lot for retail, office, church, schools, libraries, municipal offices, fire stations, police stations, public transportation Park-N-Ride facilities, and similar uses as may be approved by the First and Second Orders, the Master Board and the Master Architectural Control Committee. In no event shall Permitted Commercial Uses include any of the following uses: industrial, manufacturing, warehouse (except for warehouse retail centers, such as Sam's Club, Inc., which are permitted), any adult or sexually oriented business, or any other use not permitted under the First or Second Orders.

1.23. **Person.** "Person" or "Persons" means any individual(s), entity or entities having the legal right to hold title to real property.

1.24. **Plans and Specifications.** "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not
limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.25. **Plat.** "Plat" means a subdivision plat of the Property or any portion thereof which has been recorded in the real property records of Williamson County, Texas.


1.27. **Subdivision.** "Subdivision" means any portion of the Property which is subdivided as shown by a Plat of record in the Plat Records of Williamson County, Texas.

1.28. **Sub-ACC.** "Sub-ACC" means, with respect to any Lot, the Architectural Control Committee created pursuant to a Subordinate Declaration filed for that portion of the Property of which the Lot is a part. If there is no Architectural Control Committee with control over a Lot pursuant to a Subordinate Declaration, then the Master Architectural Control Committee shall be the Architectural Control Committee with authority and control over such Lot.

1.29. **Sub-Association.** "Sub-Association" means and refers to an owner's association created pursuant to a Subordinate Declaration.

1.30. **Sub-Association Articles.** "Sub-Association Articles" means the Articles of Incorporation of a Sub-Association, which may be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.31. **Sub-Association Board.** "Sub-Association Board" means the Board of Directors of any Sub-Association.

1.32. **Sub-Association Bylaws.** "Sub-Association Bylaws" means the Bylaws of a Sub-Association which may be adopted by a Sub-Association Board, as the same are from time to time amended.

1.33. **Sub-Declarant.** "Sub-Declarant" means any Declarant under a Subordinate Declaration.

1.34. **Subordinate Declaration.** "Subordinate Declaration" means any declaration of covenants, conditions, and restrictions which may be hereafter recorded by any Developer owning a portion of the Property which is expressly made subject to all the terms and restrictions of this Master Declaration.

1.35. **Supplemental Declaration.** "Supplemental Declaration" means any supplemental declaration of covenants, conditions, and restrictions which supplements or amends this Declaration.
ARTICLE II
DEVELOPMENT OF THE PROPERTY

2.1. Development by 138 Acres, Langley, and Fleur. Any Developer may divide or subdivide that portion of the Property owned by it into several areas and develop such Property, subject to this Master Declaration.

2.2. Subordinate Declarations. Any Developer shall have the right to create and file, against any portion of the Property owned by such Developer, a Subordinate Declaration. Such Subordinate Declaration shall be in all respects subordinate and inferior to this Master Declaration and subject to all terms, conditions, restrictions, and provisions of this Master Declaration.

ARTICLE III
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.1. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Master Architectural Control Committee. Notwithstanding the foregoing, nothing herein shall prohibit the Capital Metropolitan Transportation Authority or its successor public transportation entity, if any, from granting easements upon and across a Lot owned by such entity if such easements are necessary or appropriate for the usual and customary services provided to the public by such entity.

3.2. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any other person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or commercial incinerators.

3.3. Insurance Rates. Nothing shall be done or kept on the Property which would generally increase the rate of insurance for other Owners or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

3.4. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. Excavation or other demolition done in the normal course of development of any portion of the Property shall not be considered mining for purposes of this section.

3.5. Animals. No kennels or other facilities for breeding or boarding dogs or other domestic animals for commercial purposes shall be allowed on the Property. Notwithstanding anything to the contrary contained herein, this Section shall not be construed to prohibit the existence
of a retail pet store or chain (e.g., Petco, Inc. or PetSmart, Inc.) on the Property, regardless of a portion of their business being from the sales, grooming, or short term boarding of domestic animals, provided that such animals must be kept indoors at all times.

3.6. **Noise.** No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be permanently located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to permanently exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Notwithstanding the foregoing, any schools, fire stations, police stations, public transportation facilities or similar public facilities may have exterior sound devices which are appropriate for their use. The Master Board may approve the temporary use of such devices on the Property upon the written request of an Owner or Owners.

3.7. **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.8. **Maintenance.** Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner’s Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. 138 Acres, Langley, Fleur, the Master Association, and the Master Architectural Control Committee shall have the right, but not the obligation, at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; to paint, repair, or otherwise maintain any Improvements in need thereof; to repair or replace underground irrigation systems; and, to the fullest extent allowable by law, to charge the cost thereof to the Owner of the Lot in the same manner as provided for the Master Association in Section 6.4(e) hereof.

3.9. **Utility Lines and Antennae.** No electric utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures with the exception only of those utility lines currently placed (or to be placed) within those certain easements recorded in Volume 1651, Page 127, Real Property Records of Williamson County, Texas, and Document No. 9805729 all of the Official Records of Williamson County, Texas, or as may be requested by utility providers and reasonably approved by the Architectural Control Committee in the future. No antenna for the transmission or reception of telephone, television, microwave or radio signals shall be placed on any building or other Improvement within the Property unless (a) such antenna shall be so located that it cannot be seen from any point five (5) feet above the ground or the ground-floor level of the subject building at a
distance of five hundred feet in any direction, or (b) prior written approval is granted by the Architectural Review Committee.

3.10. **Signs.** No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Master Architectural Control Committee, except for (i) signs which are part of a Developer's overall marketing or construction plans or activities for the Property, and (ii) one (1) sign of not more than five (5) square feet, advertising any Lot for sale or rent. The Architectural Control Committee shall agree upon and publish from time to time basic criteria for all signs which are to be displayed on or within the Property. The Master Association or the Declarant shall have the right of entry onto any portion of the Property to remove, at the Owner's expense, any sign erected without the prior written approval of the Master Architectural Control Committee. Notwithstanding the foregoing, any schools, fire stations, police stations, public transportation facilities, or similar public service entities may place as many traffic signs, warning signs, informational or other signs necessary or appropriate for their operations on their Lot(s), provided however that the materials used for the bases, poles, or other support structures for such signs shall comply with the standard requirements for such items (color, materials, etc.) as maintained by the Architectural Control Committee.

3.11. **Tanks.** No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

3.12. **Temporary Structures/Accessory Buildings.** No tent, shack, recreational vehicle, motor home, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Control Committee. The foregoing notwithstanding, with respect to development of the Property and for the construction of buildings and improvements on Commercial Lots, temporary structures necessary for the storage of tools and equipment and for office space for architects, builders, superintendents, and foremen during actual construction may be maintained so long as such temporary construction structures are maintained in good condition and have the prior approval of the Master Architectural Control Committee, including approval of the nature, size, duration, and location of such structure.

3.13. **Prohibited Conduct.** No portion of the Property shall be used for illegal conduct, or for any activities in violation of the laws of the State of Texas or the United States of America or of the City of Austin, Texas police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Property.

3.14. **Compliance with this Master Declaration.** Each Owner shall comply strictly with the provisions of this Master Declaration as the same may be amended from time to time. Failure to comply with any of the restrictions set forth in this Master Declaration shall constitute a violation of this Master Declaration, and shall, to the extent allowable by law, give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by 138 Acres, as to the 138 Acres Tract, Langley, as to the Langley Tract, Fleur, as to the Fleur Tract, the Master Architectural Control Committee, or the Master Board on behalf of the Master Association. An Owner violating this Declaration shall also be subject to a fine levied by the Master Board on behalf of the Master Association, as more fully set forth herein. Any Owner alleged to be in default of this Section shall be entitled to written notice thereof, and a reasonable opportunity to cure the alleged default, from
the Person alleging the default. The remedies provided by this Section shall not be available until the defaulting Owner has received this notice and has had a reasonable opportunity to cure the default.

3.15. Liability of Owners for Damage to Common Area and Facilities. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area and Facilities without the prior written approval of the Master Board. Each Owner shall be liable to the Master Association for any and all damages to (i) the Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Master Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner’s agents, employees or servants, or by any tenant or other occupant of such Owner’s Lot, or any guest or invitee of such Owner. To the extent allowable by law, the full cost of all repairs of such damage shall be an Assessment against such Owner’s Lot, secured by a lien against such Owner’s Lot and collectable in the same manner as provided for in Section 8.6 hereof, including, but not limited to foreclosure of such lien.

3.16. No Warranty of Enforceability. 138 Acres, Langley, Fleur, and any Declarant or Sub-Declarant make no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms or provisions contained in this Master Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to indemnify and hold 138 Acres, Langley and Fleur, and any other Declarant or Sub-Declarant (as the case may be) harmless therefrom, to the fullest extent allowable by law.

ARTICLE IV
USE AND CONSTRUCTION RESTRICTIONS

4.1. Approval for Construction. No improvements shall be constructed upon any Commercial Lot without the prior written approval of the Master Architectural Control Committee.

The Plans and Specifications for any desired Commercial Improvements shall be submitted to the Master Architectural Control Committee at least ninety (90) days before the day on which approval is desired, and in no event less than one hundred twenty (120) days before the date on which the person seeking such approval intends to commence construction. Plans and Specifications for Improvements for Commercial Use shall include specific details as to paint colors, signage, and similar appearance issues. The Master Architectural Control Committee is expressly empowered and authorized to prohibit any exterior paint colors or signs which it deems unsightly or inconsistent with the development of the Property. This expressly includes prohibiting colors or signs which are part of a business’s theme or “mark”. The Master Architectural Control Committee may, in its discretion, agree to waive or reduce the time requirements set out in this section on the written request of an Owner. The Master Architectural Control Committee may, but shall not be obligated to, agree to review an Owner’s Plans and Specifications in phases as they are developed. An Owner must request such a phased review in writing prior to the first submission of any portion of its Plans and Specifications, and shall pay the fee for such reviews as reasonably charged by the Master Architectural Control Committee pursuant to this Agreement.
4.2. **Signage.** All Property Owners shall submit Signage designs for approval by the Architectural Control Committee prior to construction. Submittals shall include the following information:

- Shop Drawings showing materials, methods of construction, typestyles, and dimensions.
- Layout plan.
- City of Austin Signage Permit.

(a) **Temporary Signage**

Each Property Owner may construct one temporary sign on its Tract. Temporary signage must comply with the following guidelines:

- Temporary signage shall be the standard size as identified in this agreement.
  - Standard size is 12' x 8' or 8' x 8'
- Temporary signage shall be the standard background color
  - Standard background color shall be pantone color 468U.
  - The support structure of the temporary signage shall be 4” x 4” posts, painted to match the background color of the sign.
- The North Woods Logo Plaque shall be located on all Temporary Signs, as shown on the Temporary Sign Template Exhibit. The North Woods Logo Plaque shall be available for purchase at cost by the Owner from Austin Architectural Graphics, 512/473-2075, or other company which may be designated or approved from time to time by the Architectural Control Committee. All Property Owners shall be required to maintain the Temporary Signage located on their Tract. Maintenance shall include, but is not limited to, cleaning, painting, repairing, or replacing defective parts of the sign.
- Each Property Owner shall be required to renew, on an annual basis, their temporary signage permit with the Architectural Control Committee

(b) **Individual Site Signage**

Each Property Owner may have one Major Identification Sign for each lot. Individual Site Signage must comply with the following guidelines:

- Signs shall be constructed using the Prototype Signage Design provided by the Architectural Control Committee. Variations to the Prototype Signage Design will be considered by the Architectural Control Committee. However, any variations shall be in keeping with the overall design intent of the Prototype Signage Design. Variances shall be granted at the discretion of the Architectural Control Committee.
- Signs shall use the standard masonry base design as provided by the Architectural Control Committee.
- Property Owners whose land is considered Multi-Family Residential shall conform to the following restrictions:
  - The sign height may not exceed six feet.
  - The sign area may not exceed 35 square feet
  - The overall dimension of the sign structure shall not exceed 6’ high x 20’ wide.
• Property Owners whose land is considered Commercial shall conform to the following restrictions:
  o The sign area may not exceed the lesser of 0.7 square feet for each linear foot of street frontage or 200 square feet.
  o The overall dimension of the sign structure shall not exceed 8’ high x 20’ wide. Tower or column elements shall not exceed 12’ height and 1/3 of the overall length of the sign structure.

• The Northwoods Logo Plaque shall be located on all Major Identification Signs, as shown on the Prototype Signage Design. The Northwoods Logo Plaque shall be available for purchase at cost by the Owner from Austin Architectural Graphics, (512) 473-2075, or other company which may be designated or approved from time to time by the Architectural Control Committee.

Materials for the Major Identification Sign:
• The Major Identification Sign shall be 100% masonry.
• The material used for the standard masonry base, as shown on the Prototype Signage Design shall be Tumbleweed Sandstone as distributed by Custom Stone Supply, 512/462-3363, or other company which may be designated or approved from time to time by the Architectural Control Committee.
• The materials used for the remainder of the sign shall be any masonry material, in keeping with the Property Owner’s Architectural materials and subject to review by the Architectural Control Committee.
• Lettering on the sign shall be embossed or engraved, or applied metal.
• Lettering shall be the natural masonry color of the structure or shall be one of the standard prototype pantone colors. Alternate lettering colors may be submitted for consideration by the Architectural Control Committee. Standard lettering colors are:
  o Pantone color 426C (Black)
  o Pantone color 462C (Dark Brown)
  o Pantone color 532C (Dark Blue)
  o Pantone color 446C (Dark Grey)

• Major Identification Signs can be internally lit or lit by ground mounted fixtures. Ground mounted fixtures shall be shielded to eliminate glare to vehicular traffic. Lighting shall provide a continuous wash over the entire sign. Individual spot lights shall not be allowed.

(c) Secondary Signage (Tenant Signage)
Each Property Owner may have two Secondary Signs per lot.
• The Secondary Signage shall be 100% masonry.
• The design of the Secondary Signage shall be in keeping with the Architectural style of the Major Identification Sign.
• Maximum size for Secondary Signage is 4’ high x 8’ wide.
  o For Property Owners whose land is considered Commercial, the sign area may not exceed 250 square feet for a multi-tenant sign.
• Tenant names located on the Secondary Signage shall be on a continuous sign panel that is readily updated or changed. Tenant names shall not be directly affixed to the sign structure.

• Lettering on the Secondary Signage, other than Tenant names, shall be embossed, engraved or applied metal and may be the same natural masonry color of the structure or shall be one of the standard prototype pantone colors. Alternate lettering colors may be submitted for consideration by the Architectural Control Committee. Standard lettering colors are:
  o Pantone color 426C (Black)
  o Pantone color 462C (Dark Brown)
  o Pantone color 532C (Dark Blue)
  o Pantone color 446C (Dark Grey)

• Secondary Signage can be internally lit or lit by ground mounted fixtures. Ground mounted fixtures shall be shielded to eliminate glare to vehicular traffic. Lighting shall provide a continuous wash over the entire sign. Individual spotlights shall not be allowed.

(d) Additional Free Standing Signs (Pylon Signs)
Additional free standing signs shall be permitted on sites that have frontage along R.R. 620. Additional free standing signs shall conform to the following guidelines:
- One free standing sign is permitted on a lot.
- The sign area may not exceed:
  o on a lot with not more than 86 linear feet of street signage, 60 square feet; or
  o on a lot with more than 86 linear feet of street frontage, the lesser of:
    - 0.7 square feet for each linear foot; or
    - 300 square feet.
- The sign height may not exceed the greater of:
  o 35 feet above frontage street pavement grade; or
  o 20 feet above grade at the back of the sign.

(e) Site Auxiliary Signage (Directional Signage)
Site Auxiliary Signage shall be submitted to the Architectural Control Committee. The support posts and sign back shall be painted the standard Northwoods color. The standard Northwoods color shall be pantone color 462C (Dark Brown).

(f) Sign Setback Requirements
- A sign support 12 inches or less in diameter is not required to be set back from a public right-of-way.
- A sign support more than 12 inches and not more than 24 inches in diameter must be set back at least three feet from a public right-of-way.
- A sign support more than 24 inches and not more than 36 inches in diameter must be set back at least five feet from the public right-of-way.
- A sign support more than 36 inches in diameter must be set back at least 12 feet from the public right-of-way.
o A sign within 12 feet of a public right-of-way must have either a height of not more than 30 inches or a clearance of at least nine feet.

4.3. **Commercial Use.** All Commercial Lots shall be improved and used only for Permitted Commercial Uses.

4.4. **Exterior Masonry Requirements.** The exterior of all buildings on Commercial Lots shall be constructed of at least seventy five percent (75%) stone, brick or other masonry products, or architecturally treated tiltwall, exclusive of roofs, eaves, soffits, windows, doors, gables, and frame work.

4.5. **Roofs.** Roofs on buildings on Commercial Lots may be of pitched roof design or flat roof design. Roof materials shall be asphalt, shingles, tiles, slate, or other material of tones and colors approved by the Master Architectural Control Committee. Metal roofs may be approved, but must have a non-reflective finish. Any mechanical equipment placed on the roof, such as vents, air conditioning equipment, and the like, must be screened so as to not be visible from the ground floor level of the building for at least five hundred (500) feet in any direction.

4.6. **Landscaping.** All Plans and Specifications shall include plans for appropriate landscaping ("Landscaping"). The Landscaping shall be installed on or before thirty (30) days after completion of the commercial structure included in the Plans and Specifications. If no commercial structure is included in the plans or the specifications, the Landscaping shall be installed on or before ninety (90) days after the Plans and Specifications are approved by the Master Architectural Control Committee. Unless otherwise approved by the Master Architectural Control Committee (or any Sub-ACC), an underground landscape irrigation system shall be provided and maintained by the Owner. Areas used for parking shall be landscaped, bermed or attractively fenced in such a manner as to screen average car fronts (to the height of the top of the front bumper) from view from adjacent streets and freeways. If the Landscaping on a Commercial Lot is not maintained in a sightly and well-kept condition, the Master Association shall be entitled to the remedies set forth in Section 4.18.

4.7. **Parking Areas; Sidewalks.** Each Owner shall designate a portion of its Lot as parking area. The portion of the Lot designated as parking area shall be sufficient to accommodate the parking needs of the applicable Owner, its tenants, and the applicable Owner’s and its tenants’ employees and visitors. No on-street parking shall be permitted; provided, however, that nothing herein shall be deemed to prohibit temporary stopping for the purpose of loading and/or unloading the passengers of public transportation vehicles. Each Owner shall, prior to occupancy of any Improvement located on its Lot, construct sidewalks on the Lot adjacent to any public street (within the right-of-way of such street, as required by the City of Austin). Sidewalks constructed pursuant to this provision shall be built in accordance with plans approved in advance by the Master Architectural Control Committee.

4.8. **Storage and Loading Areas.** Unless approved in writing by the Master Architectural Control Committee, no materials, supplies or equipment, including trucks or other motor vehicles, shall be stored upon any portion of the Property except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles so as not to be visible from neighboring property and streets. Any storage areas screened by visual barriers shall be located upon the rear
portions of any Lots, unless otherwise approved in writing by the Master Architectural Control Committee. Loading Docks shall be constructed in such a manner as to not be visible from any other Lot or streets, or shall be screened by a wall or other visual barrier. Nothing in this Section 4.8 or elsewhere in the Master Declaration shall be construed to prohibit the normal operations of a public transportation authority (such as the Capital Metropolitan Transportation Authority) from performing its normal and customary operations on a Lot, such as queuing or temporarily storing buses or maintenance vehicles on the Lot (whether or not screened, whether or not stored in a building), provided that inoperable vehicles may not be permanently or indefinitely stored on a Lot. Any inoperable vehicle left on a Lot for more than three (3) days shall be deemed to be in violation of this Section 4.8.

4.9. **Refuse Collection Areas.** Refuse collection areas must be effectively designed to contain all refuse generated on-site and deposited between collections. Deposited refuse must not be visible from outside the refuse enclosure. Refuse collection enclosures shall be of a design, construction and location approved by the Master Architectural Control Committee.

4.10. **Exterior Illumination.** All exterior illumination shall be subject to approval of the Master Architectural Control Committee. Illumination shall be required on all common areas, walkways between buildings, and parking areas, unless otherwise waived or modified, in writing, by the Master Architectural Control Committee. All exterior illumination on Commercial Lots will be directed downward to reduce visibility from adjacent properties.

4.11. **Rubbish and Debris.** No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris by the Master Architectural Control Committee) shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. The Master Architectural Control Committee shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Notwithstanding the foregoing, this paragraph shall not be construed to prevent the normal construction of Improvements upon any portion of the Property.

4.12. **Repair of Buildings and Maintenance.**

(a) All improvements hereafter constructed upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

(b) Owners and occupants, including lessees, of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep such Lot so owned or occupied, including buildings, Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times; provided, however that an occupant of any Lot (other than multi-family tenants) shall be jointly and severally liable for the maintenance as set forth below, solely of that Lot so occupied, or portions of such Lot used by such occupant in connection with its occupancy. The Master Architectural Control Committee, in its reasonable discretion, shall determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which shall be
performed in a timely manner, as determined by the Master Architectural Control Committee, in its reasonable discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.
(ii) Reasonable lawn mowing.
(iii) Tree and shrub pruning.
(iv) Watering.
(v) Keeping exterior lighting and mechanical facilities in working order.
(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
(vii) Keeping parking areas, driveways, and private roads in good repair.
(viii) Complying with all government, health and police requirements.
(ix) Striping of parking areas and repainting of Improvements, as necessary.
(x) Repair of exterior damage, and wear and tear to Improvements.

4.13. Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way materially alters the exterior appearance of any Improvement including without limitation exterior paint colors and signage, on any Lot, or the removal of any Improvement from any Lot shall be performed only with the prior written approval of the Master Architectural Control Committee.

4.14. Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way materially alters the exterior appearance of any Improvement including without limitation exterior paint colors and signage, on any Commercial Lot, or the removal of any Improvement from any Commercial Lot shall be performed only with the prior written approval of the Master Architectural Control Committee.

4.15. Screening. Exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks (subject to the next to last sentence of Section 4.8 hereof), roof objects (including fans, vents, cooling towers, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise appropriately screened from view of adjoining streets, buildings, arrival zones and adjacent property. No lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures, or appropriately screened from public view. Liquid propane gas, oil and other exterior
tanks shall be kept within enclosed structures, or permanently screened from public view. The construction materials, location, and size of such screening shall require the prior written approval of the Master Architectural Control Committee.

4.16. Construction Standards.

(a) Windows shall not be glazed or reglazed with mirrored or reflective glass with a light transmittance of less than fourteen percent (14%) without prior written approval of the Master Architectural Control Committee.

(b) Construction on Commercial Lots must conform to the Plans and Specifications approved in writing by the Master Architectural Control Committee.

(c) Each restaurant shall have a trash compactor on the premises adequate to handle the trash and waste items generated, or acquired thereon by such restaurant. The sorting, handling, moving, storing, removing, and disposing of all waste materials on any Commercial Lot must be housed or screened in a manner approved in writing by the Master Architectural Control Committee. All facilities and plans for the disposal of wastes other than by public sewage methods (such as shredding, compaction, incineration, reclamation, or chemical dissolution) must be approved in writing by the Master Architectural Control Committee.

(d) No excavation shall be made except in conjunction with construction or repair of an Improvement on a Commercial Lot unless approved in writing by the Master Architectural Control Committee. When such Improvement on a Commercial Lot is completed, all exposed openings shall be backfilled, graded and landscaped as required by the Master Architectural Control Committee.

(e) Once commenced, construction shall be diligently pursued to its completion.

(f) Any and all debris due to construction, including but not limited to, dirt or trash, which is deposited on any public or common roadway, shall be removed promptly. No construction equipment or vehicles shall be parked on any public or common roadway within the Property.

(g) All temporary utilities, equipment and materials on any Commercial Lot during the construction of Improvements thereon shall be contained in areas approved in writing by the Master Architectural Control Committee. Construction debris shall be removed promptly and on a regular basis. Burning of debris shall not be permitted. Upon completion of construction upon any Lot, all trash, debris, surplus materials, temporary screening barriers, and equipment shall be promptly removed and properly disposed of.

4.17. Construction Activities. This Master Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by any Owner upon any Lot. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that
such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Master Declaration, and conforms to usual construction practices in the area. In the event of any dispute concerning the provision of this Section, a temporary waiver of the applicable provision may be granted by the Master Architectural Control Committee, provided that such waiver shall be only for the period of construction of the Improvements.

4.18. Violation of Restrictions. The violation of these Restrictions by an Owner, his lessees, tenants, invitees, or licensees shall authorize the Master Board to avail itself of any one or more of the following remedies, to the extent they are allowable by applicable law:

(a) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(b) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs. Each day a violation continues shall be deemed a separate violation.

All expenses incurred by the Master Board under this Section, including without limitation reasonable attorneys' fees, shall be secured by a lien on the Owner's property, secured and enforceable in the same manner as assessments are secured and enforceable under this Master Declaration.

ARTICLE V
COMMON AREA AND FACILITIES

5.1. Common Area and Facilities. No land within any Common Area and Facilities shall be improved, used or occupied, except in such manner as shall have been approved by a two-thirds vote of the Master Board, with the same quorum as required for Special Assessments herein. Such required approval shall extend to the nature and type of use, occupancy and improvement. Notwithstanding the foregoing provision, during the time that any Developer owns Lots within a Subdivision, such Developer shall have the right to construct Improvements within the Common Areas within the Property owned by such Developer, including park areas, if any, without the consent of the Master Board or the Master Association. Access to any Common Area and Facilities may be limited to Owners currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-owners, all upon such terms and conditions as the Master Board may determine.

5.2. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Master Association shall be entitled to participate in the proceedings incident thereto. The expense of participation in such proceedings by the Master Association shall be a common expense to be paid out of Assessments. The Master Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Master Association, in its discretion, deems necessary or
advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Master Association. The Master Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of condemnation.

5.3. Lyndhurst Drive and Other Major Thoroughfare Improvements. The Master Architectural Control Committee may, but shall not be obligated to, approve a standard design of landscaping for Lyndhurst Drive, Stone Hedge Drive, Lakeline Boulevard and Lakeline Mall Boulevard. Each Developer will be responsible for installing such landscape and associated underground irrigation and sprinkler systems. Once completed, all such landscaping and the associated underground irrigation and sprinkler systems shall be maintained by the Master Association. The Master Architectural Control Committee may, in its discretion, designate other roads (or portions of roads) within the Property as a “Major Northwoods Road”. If so designated, then such Major Northwoods Road shall be landscaped in a design similar to that for the roads listed above, and shall include underground irrigation and sprinkler system and in such event shall be maintained by the Master Association.

ARTICLE VI
THE MASTER ASSOCIATION

6.1. Organization. 138 Acres, Langley and Fleur shall, at such time as they mutually deem appropriate, cause the formation and incorporation of the Master Association. The Master Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Master Articles and Master Bylaws or in this Declaration. Neither the Master Articles nor Master Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2. Membership. Any Person upon becoming an Owner shall automatically become a Member of the Master Association, provided, however, that neither the State of Texas nor any City, County or other political subdivision thereof shall be a Member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, fire station, police station, road, easement, right of way, mineral interest, or Mortgage; provided further, however, that nothing herein shall be construed to prevent a quasi-governmental public transportation entity, such as the Capital Metropolitan Transportation Authority, from being a Member for so long as such entity owns one or more of the Lots. Membership shall be appurtenant to and shall run with the ownership of the Lot which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the Lot. Each Member shall have the right to inspect and/or audit (at such Member’s cost and expense) the books and records of the Master Association at reasonable times during the normal business hours and by appointment.

(a) Each Owner shall be entitled to one vote for each acre of land contained in the Lot or Lots owned by such Owner, provided that the number of acres in any Lot shall be rounded up to the nearest whole acre for purposes of allocating votes pursuant to this Section 6.3(a). The foregoing notwithstanding, in the event that one or more condominium projects are located on any Lot or Lots, then the Board of the applicable Condominium Owner’s Association(s) for such project or projects shall be entitled to cast all of the votes allocated to the Lot or Lots which comprise such condominium project.

(b) Any property interest, entitling the Owners thereof to vote as herein provided, held jointly or in common by more than one person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote on behalf of such property interest. A copy of such written designation shall be filed with the Master Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose.

(c) Any Owner may give a revocable written proxy to any person authorizing such person to cast the Owner’s votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws, but no such proxy shall be valid for a period of greater than eleven (11) months.

(d) The cumulative system of voting shall be allowed.

(e) The person or entity holding legal title to a Lot shall be entitled to cast the vote allocated to such property and not the person or entity merely holding beneficial title to the same, unless such right is expressly delegated to the beneficial owner thereof in writing.

6.4. **Powers and Authority of the Master Association.** The Master Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Master Association and the Master Board, acting on behalf of the Master Association, shall have the power and authority at all times as follows:

(a) **Rules and Bylaws.** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Master Association Rules and Master Bylaws. The content of the Master Rules and the Master Bylaws may be established by the Master Board, provided the same are not in conflict with this Declaration.

(b) **Insurance.** To obtain and maintain in effect policies of insurance which, in the opinion of the Master Board, are reasonably necessary or appropriate to carry out the Master Association functions.

(c) **Records.** To keep books and records of the Master Association's affairs.
(d) **Assessments.** To levy assessments as provided in Article Eight below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article Eight hereof in order to raise the total amount for which the levy in question is being made.

(e) **Right of Entry and Enforcement.** To enter at any time in an emergency or in a non-emergency, at any time during normal business hours or after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon, for the purpose of enforcing this Master Declaration or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to this Master Declaration and the restrictions herein, and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article Eight hereof for regular and special assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Master Declaration. The Master Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Master Declaration; provided, however, that the Master Board shall never be authorized to expend any Association funds for the purpose of bringing suit against 138 Acres, Langley, or Fleur.

(f) **Levy of Fines.** To levy a fine against any person or Owner violating this Declaration, not to exceed One Hundred Dollars ($100.00) per day for each day such violation continues after the date on which written notice of such violation by the Master Association is given to the Person or Owner violating this Declaration. Any such fine shall be the personal liability of the Person or Owner against whom such fine is levied, and the Association shall be entitled to recover reasonably attorney’s fees and court costs in any action to collect such fine. All fines collected by the Association may be used for any lawful purpose of the Association.

(g) **Suspension of Rights and Privileges.** To suspend, after the date on which written notice of such violation by the Master Association is given to the Person or Owner violating this Declaration, and after any applicable opportunity to cure period has expired, any and all rights and privileges which such person or Owner may have under this Declaration and/or as an Owner, including, but not limited to, the privilege to vote in Association affairs.

(h) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

(i) **Association Management.** To retain and pay for the services of a manager to manage and operate the Master Association, the Common Area and Facilities, to the extent deemed advisable by the Master Board. To the extent permitted by law, the Master Association and the Master Board may delegate any duties, powers, and functions to the manager.
6.5. Common Area and Facilities. Subject to and in accordance with this Master Declaration, the Master Association, acting through the Master Board, shall have the following duties:

(a) To accept, own, operate and maintain all Common Areas and Facilities which may be conveyed or leased to it by any Developer, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real or personal, conveyed or leased to the Master Association by any Developer and to maintain in good repair and condition all lands, improvements and other Master Association property owned by or leased to the Master Association. Such maintenance shall include, but not be limited to, painting, mowing, and removal of rubbish or debris of any kind.

(b) To pay all real and personal property taxes and other taxes and Assessments levied upon or with respect to Common Area and Facilities or any other property owned by or leased to the Master Association to the extent that such taxes and Assessments are not levied directly upon the Members of the Master Association. The Master Association shall have all rights granted by law to contest the legality of the amount of such taxes and Assessments.

(c) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death cause by the use and enjoyment of the Common Area and Facilities. Such insurance shall be in an amount as the Master Board shall deem appropriate.

(d) To grant and convey to any person or entity any Common Area and/or any interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of same for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(i) roads, streets, walks, driveways, parking lots, trails, and paths;

(ii) lines, cables, wires, conduits, pipelines, or other devices for utility purposes;

(iii) sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or

(iv) any similar Improvement or facilities.

Nothing in this subparagraph (d) shall be construed to permit the use or occupancy of any Improvement or other facility in any way which would violate other provisions of this Master Declaration.

(e) To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Common Area and Facilities in accordance with this Master Declaration.
(f) To construct new Improvements or additions to the Common Area and Facilities, subject to the approval of the Master Architectural Control Committee.

(g) To borrow money and to mortgage, pledge or hypothecate any or all of the Common Area and Facilities as security for money borrowed or debts incurred subject to the limitation set forth in this Master Declaration.

6.6. **Master Board Membership.** The Master Board shall be comprised of nine (9) persons, which shall be elected by the Members at the annual meeting of Members of the Master Association. The foregoing notwithstanding, from the date of recordation of this Master Declaration until January 1, 2004, the Declarants shall appoint the members of the Master Board.

6.7. **Sub-Associations.** The Sub-Association Articles and Sub-Association Bylaws (if any) adopted pursuant to any Sub-Declaration shall not be inconsistent with or conflict with this Master Declaration or the Master Articles or Master Bylaws.

**ARTICLE VII**

**MASTER ARCHITECTURAL CONTROL COMMITTEE**

7.1. **Membership of Master Architectural Control Committee.** The Master Architectural Control Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting Members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Master Architectural Control Committee: Robert C. Marshall, Jr., Gary Mefford, and Ichak Zaidman.

7.2. **Action by Master Architectural Control Committee.** Items presented to the Master Architectural Control Committee shall be decided by a majority vote of the Voting Members.

7.3. **Advisory Members.** The Voting Members may from time to time designate Advisory Members.

7.4. **Term.** Each Voting Member of the Master Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.5. **Appointment.** 138 Acres, Langley and Fleur shall each have the right to appoint and remove one Voting Member of the Master Architectural Control Committee until such time as eighty five percent (85%) of the Property (380 acres) has been sold to third parties or dedicated to the public. 138 Acres, Langley and/or Fleur may assign this right to the Master Board at any time by written instrument. Thereafter, the Master Board shall have the right to appoint and remove all Voting Members of the Master Architectural Control Committee.
7.6. **Adoption of Rules.** The Master Architectural Control Committee may, after notice to all Owners of its intention to do so, adopt such procedural and substantive rules, not in conflict with this Master Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

7.7. **Northwoods Architect.** For so long as it deems it necessary or appropriate, the Master Architectural Control Committee may retain the services of an architect registered and licensed in the State of Texas who shall be designated by the Master Architectural Control Committee as the "Northwoods Architect" (herein so called). The fees for the services of the Northwoods Architect shall be paid by the Master Association.

7.8. **Review of Proposed Construction.** Whenever in this Master Declaration the approval of the Master Architectural Control Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its reasonable discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Master Architectural Control Committee, and construction thereof may not commence unless and until the Master Architectural Control Committee has approved such Plans and Specifications in writing. The Master Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Master Declaration, and perform such other duties assigned to it by this Master Declaration or as from time to time shall be assigned to it by the Master Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Master Architectural Control Committee. The Master Architectural Control Committee may review Plans and Specifications for its review and such other information as it deems proper. Until receipt by the Master Architectural Control Committee of any information or documents deemed necessary by the Master Architectural Control Committee, it may postpone review of any Plans and Specifications submitted for approval. The Master Architectural Control Committee shall be deemed to have approved any Plans and Specifications if it has not disapproved them in writing forty five (45) days after its receipt of the Plans and Specifications and any other information or documents which it requests as part of its review. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property, and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior fixtures, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Master Architectural Control Committee shall have the authority to reasonably disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Master Architectural Control Committee shall be final and binding. The Master Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.9. **Variance.** The Master Architectural Control Committee may grant variances from compliance with any of the provisions of this Master Declaration, when, in the opinion of the Master Architectural Control Committee, in its reasonable discretion, such variance will not impair or
detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. Anything herein to the contrary notwithstanding, the Master Architectural Control Committee is hereby authorized, at its reasonable discretion, to waive any requirements relating to garages (including size), fences and setbacks and other matters with the exception of carports, dwelling size and masonry requirements and such decision shall be binding on all Owners of Property encumbered by this Master Declaration. All variances must be evidenced by written instruments in recordable form, and must be signed by at least two (2) of the Voting Members of the Master Architectural Control Committee. The granting of such variance shall not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

7.10. Actions of the Master Architectural Control Committee. The Master Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Master Architectural Control Committee. In the absence of such designation, the vote of the majority of all of the members of the Master Architectural Control Committee taken without a meeting shall constitute an act of the Master Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Master Architectural Control Committee fails to respond to a request for approval of Plans and Specifications within forty-five (45) days of receipt of all required information, the Master Architectural Control Committee shall be deemed to have approved such Plans and Specifications.

7.11. No Waiver of Future Approvals. The approval or consent of the Master Architectural Control Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Master Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.12. Work in Progress. The Master Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. The Master Architectural Control Committee may delegate this authority to the Northwoods Architect.

7.13. Address. Plans and Specifications shall be submitted to the Master Architectural Control Committee addressed to Gary Mefford, c/o Simmons, Vedder & Co., Attn.: Master Northwoods Architectural Control Committee, 210 Barton Springs Road, Suite 500, Austin, Texas 78704, or such other address as may be designated from time to time.

7.14. Fees. The Master Architectural Control Committee shall have the right to require a reasonable submission fee, not to exceed Five Hundred Dollars ($500.00), for each set of Plans and Specifications submitted for its review. The Master Architectural Control Committee shall also have the right to require any Owner to reimburse the Master Association for all reasonable fees incurred by the Northwoods Architect on reviewing Plans and Specifications and/or inspecting work in progress. If the Master Architectural Control Committee agrees to review an Owner's Plans and
Specifications in phases, as allowed by Section 4.1 above, then it may (but will not be obligated to) charge a reasonable fee pursuant to this section for each such review.

ARTICLE VIII
FUNDS AND ASSESSMENTS

8.1. Assessments.

(a) The Master Association may from time to time levy Assessments against each Lot, but only in accordance this Article VIII. The level of Assessments shall be equal and uniform between all Lots (on an acreage basis).

(b) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(c) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.2. Maintenance Fund. The Master Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration. The funds of the Master Association must be used solely for purposes authorized by this Master Declaration, as it may from time to time be amended.

8.3. Regular Annual Assessments. Prior to the beginning of each fiscal year, the Master Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under this Master Declaration, which shall be limited to the costs incurred pursuant to the powers granted in Section 6.4, the duties set forth in Section 6.5 and the costs of enforcing this Master Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Master Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly or quarterly installments on or before the first day of each month or quarter, or in such other manner as the Master Board may designate in its reasonable discretion.
(a) **Initial Assessments.** In no event shall the regular annual Assessments per Lot for the year 2002 exceed the sum of Seventy Five Dollars $75.00 per month for each acre of such Lot; provided, that, for purposes of Assessments, the number of acres in any Lot shall be rounded up to the nearest whole acre. Thereafter, in the Master Board’s reasonable discretion, the maximum regular annual Assessment per Lot permitted hereunder may be increased by no more than five percent (5%) per year (based on the maximum regular annual Assessment per Lot for the immediately preceding calendar year), unless approved by at least two-thirds of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Any increase in regular annual Assessments shall be applied uniformly to all Lots. If, at the beginning of any fiscal year, the Master Association has on hand sums equal to or greater than one hundred fifty percent (150.00%) of the actual expenses of the Association for the immediately preceding fiscal year, then the Association shall not increase the annual Assessment amount for that year.

8.4. **Special Assessments.** In addition to the regular annual Assessments provided for above, the Master Board may levy special Assessments to enable the Master Board to carry out the mandatory functions of the Master Association under this Master Declaration, upon the approval of at least two-thirds of the Members at a meeting called for that purpose, by adequate notice, with at least seventy five percent (75%) of the Members or their proxies present at said meeting. If seventy five percent (75%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for said second meeting shall be thirty percent (30%) of the Members or their proxies.

8.5. **Owner's Personal Obligation for Payment of Assessments.** The regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the lesser of (i) ten percent (10%) per annum, or (ii) the highest amount allowed by law on the amount of the Assessment, from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys’ fees.

8.6. **Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 8.5 hereof and the cost of collection, including attorneys’ fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first Mortgage lien of record, securing in either instance sums borrowed for the improvement of the lot in question. The Master Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Master Board and such subordination must be signed by a duly authorized officer of the Master Association. To evidence the aforesaid Assessment lien, the Master Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the
priority given above set forth from the date that such payment becomes delinquent and may be
enforced by the foreclosure on the defaulting Owner's Lot by the Master Association in like manner
as a mortgage on real property subsequent to the recording of a notice of Assessment lien as
provided above, or the Master Association may institute suit against the Owner personally obligated
to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure
proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses
and reasonable attorneys fees incurred. The Master Association shall have the power to bid on the
property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise
deal with the same. Upon the written request of any Mortgagee, the Master Association shall report
to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after
the same are due.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of
such lien as being prior to his ownership of such Lot and hereby vests in the Master Board the right
and power to bring all actions against such Owner or Owners personally for the collection of such
unpaid Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all
methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure
pursuant to Texas Property Code § 51.002 (as the same may be amended or revised from time to
time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot,
expressly GRANTS, BARGAINS, SELLS, AND CONVEYS to the President of the Master
Association from time to time serving, as trustee (and to any substitute or successor trustee as
hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the
purpose of securing the aforesaid Assessment, and other sums due hereunder remaining unpaid
hereunder by such Owner from time to time. The trustee herein designated may be changed any time
and from time to time by execution of an instrument in writing signed by the President or Vice
President of the Master Association and attested to by the Secretary of the Master Association and
filed in the Office of the County Clerk of Williamson County, Texas. In the event of the election by
the Master Board to foreclosure the liens herein provided for nonpayment of sums secured to be paid
by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the
request of the Master Board (which request shall be presumed) to enforce this trust and to sell such
Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Williamson County,
Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., within three
hours of the time designated in the notice of such sale, to the highest bidder for cash at public venue
after the trustee and the Master Board, respectively, shall have given notice of the proposed sale in
the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with
genral warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such
Lot and his heirs, executors, administrators and successors. The trustee shall give notice of such
proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one
(21) consecutive days preceding the date of sale at the Courthouse door of Williamson County,
Texas and in addition, the Master Board shall serve written notice at least twenty-one (21) days
preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners
according to the records of the Master Association. Service of such notice shall be completed upon
deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at
the most recent address as shown by the records of the Master Association, in a post office or official
depository under the care and custody of the United States Postal Service. The affidavit of any
person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Master Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys fees, and to apply as a cash credit against its bid all sums due to the Master Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code §51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said §51.002 hereafter, which amendment is applicable hereto, the President of the Master Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this Master Declaration filed in the office of the County Clerk of Williamson County, Texas, amend the provisions hereof so as to comply with said amendments to §51.002.

Notwithstanding anything herein, in no event shall foreclosure pursuant hereto extinguish any lien for Assessments arising under a Sub-Declaration, which lien shall continue to be enforceable against the applicable Lot and which Assessments, if any are due and payable, shall be paid by the Master Association at the time it forecloses its lien hereunder.

Notwithstanding anything in this Master Declaration to the contrary, the various liens described herein, whether characterized as assessment liens, vendor's liens or otherwise (including, but not limited to the liens described in Sections 3.15, 4.18, 6.4, 8.1, 8.6 and 10.8) shall not encumber, lien or otherwise affect, and are hereby waived as against, any Lot owned by a governmental or quasi-governmental entity (including a public transportation authority). Nor shall any such entity be deemed to have conveyed such Owner's Lot in trust as described herein, said conveyance being void ab initio as to any such Owner. The foregoing is not intended and shall not be construed as a waiver of any obligations, financial or otherwise, of a governmental or quasi-governmental entity hereunder.

**ARTICLE IX**

**EASEMENTS**

9.1. **Reserved Easements.** All dedications, limitations, restrictions, and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Master Declaration are incorporated herein by reference and made a part of this Master Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of 138 Acres, Langley or Fleur conveying any part of the Property. 138 Acres, Langley and Fleur reserve the right to make changes in and additions to the said easements and for the purpose of most efficiently and economically developing
the Property, provided that such changes shall have no material adverse effect on the development of any Lot without the approval of the Owner of such Lot.

9.2. Neither the Declarant, any Sub-Declarant, the Developer, the Master Architectural Control Committee, any other Architectural Control Committee, any Sub-ACC, the Master Association, any Sub-Association, the Members nor the Owners shall have the right or the obligation to enforce or regulate the location or use of any open space easement required by the Leander Rehabilitation PUD, or any other jurisdiction, that exists now or may be required in the future on any Lot or Common Area and Facilities within the Property.

9.3. **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land, the City of Austin and the arrangement of Improvements approved by the Master Architectural Control Committee require. Each Owner further covenants to use its best efforts not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Master Declaration and shown on a Plat, subject to compliance with the City of Austin Land Development Code. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Master Architectural Control Committee or as required by the City of Austin.

9.4. **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither a Developer nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Master Association or any Sub-Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

9.5. **Common Area and Facilities.** Each Owner shall have a non-exclusive easement for use and enjoyment in and to all Common Area and Facilities which shall be appurtenant to and shall pass with title to such Owner’s Lot, subject to the following provisions:

(a) The right of the Master Association to suspend the Owner’s voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner’s Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association (subject to any applicable notice and time to cure provisions);

(b) The right of the Master Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds vote of the Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein;

(c) The right of the Master Association to borrow money for the purposes of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the Master Articles and Master Bylaws;
(d) The right of the Master Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and

(e) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

**ARTICLE X**

**MISCELLANEOUS**

10.1. **Term.** This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02. below.

10.2. **Amendment/Extinction.** This Master Declaration may be amended or extinguished by the recording in the Williamson County Official Records of an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment or extinguishment and certifying that such amendment or extinguishment has been approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.3 hereof for the first twenty years from the date hereof, and by seventy-five percent (75%) of said Owners thereafter. Notwithstanding anything to the contrary contained herein, no amendment, restatement or other modification of or to this Master Declaration shall have the effect of terminating,diminishing, abolging or otherwise materially negatively impacting any rights or privileges expressly granted hereunder to any Owner hereunder unless such Owner has consented previously consented thereto in writing.

10.3. **Notices.** Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

10.4. **Interpretation.** The provisions of this Master Declaration shall be liberally construed to effectuate the fundamental concepts of the Property set forth in this Master Declaration. This Master Declaration shall be construed and governed under the laws of the State of Texas.

10.5. **Exemption of Developers.** This Master Declaration shall not prevent or limit the right of a Developer to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements necessary for the development of the Property, to maintain sales and leasing offices and similar facilities, or to post signs incidental to construction, sales, and leasing anywhere within the Property (excluding any Lots which it may have sold to a non-Developer), all of which may be performed without the permission of the Master Architectural Control Committee or any other person or entity.
10.6. **Non-liability of Master Architectural Control Committee and Master Board Members.** Neither the Master Architectural Control Committee, nor any member thereof, nor the Master Board, nor any member thereof, shall be liable to the Master Association, any Sub-Association (or the board thereof) or to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Master Architectural Control Committee's or the Master Board's respective duties under this Master Declaration, except for their intentional malicious or illegal acts or acts of gross negligence.

10.7. **Assignment by Declarant.** Notwithstanding any provision in this Master Declaration to the contrary, 138 Acres, Langley and Fleur may each assign, in whole or in part, any of their respective privileges, exemptions, rights, and duties under this Master Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

10.8. **Enforcement and Non-waiver.** Except as otherwise provided herein, any Owner at his own expense, any Declarant, the Master Board, and any Sub-Association Board shall have the right to enforce all of the provisions of this Master Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision, and any party prevailing in any action to enforce this Master Declaration shall be entitled to recover reasonable attorney’s fees actually expended, and related out of pocket expenses reasonably incurred by such party in such enforcement action. The failure to enforce any provision of this Master Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions. The Master Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

10.9. **Construction.** The provision of this Master Declaration shall be deemed and 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 provisions or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

Executed to be effective June 1, 2002.

*Signature Pages follow*
LANGLEY RANCHES LIMITED PARTNERSHIP

An Arizona limited partnership

By: Langley Lakenline Corporation
    a Delaware corporation
    General Partner

By: [Signature]
    Robert C. Marshall, Jr.
    Vice President

FLEUR LAND, LTD.

A Texas limited partnership

By: Fleur Land Corporation
    a Delaware corporation
    General Partner

By: [Signature]
    Robert C. Marshall, Jr.
    Vice President

138 ACRES, LTD.

A Texas Limited Partnership

By: New Acres, Inc.
    A Texas corporation
    General Partner

By: [Signature]
    Gary F. Brown
    Vice President
CERTIFICATION OF MASTER ASSOCIATION

The undersigned, being the current President and Secretary of the Northwoods Owners' Association, Inc., a Texas non-profit corporation, hereby certify and acknowledge that prior to the recordation of this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, the Master Association received the affirmative votes of one hundred percent of the votes entitled to be cast, in favor of the execution and recordation of this document. This certification is being given in accordance with Section 10.2 of the Prior Declaration.

NORTHWOODS OWNERS' ASSOCIATION, INC.

By:  
Robert C. Marshall, Jr.  
President

By:  
Gary Mefford  
Secretary
ACKNOWLEDGMENTS

STATE OF GEORGIA

COUNTY OF FULTON

This instrument was acknowledged before me this 24th day of May, 2002, by Robert C. Marshall, Jr., Vice President of Langley Lakeline Corporation, General Partner of Langley Ranches Limited Partnership, an Arizona limited partnership, on behalf of said corporation and partnership.

[Signature]
Notary Public - State of Georgia

STATE OF GEORGIA

COUNTY OF FULTON

This instrument was acknowledged before me this 24th day of May, 2002, by Robert C. Marshall, Jr., Vice President of Fleur Land Corporation, General Partner of Fleur Land, Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

[Signature]
Notary Public - State of Georgia

STATE OF GEORGIA

COUNTY OF FULTON

This instrument was acknowledged before me this 24th day of May, 2002, by Robert C. Marshall, Jr., President of Northwoods Owners’ Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Georgia
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 30 day of May, 2002, by Gary F. Brown, Vice President of New Acres, Inc., General Partner of 138 Acres, Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

[Signature]
Notary Public - State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 30 day of May, 2002, by Gary Mefford, President of Northwoods Owners’ Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Texas

After Recording, Please Return To:

Richard L. Morrison
RASH, CHAPMAN, SCHREIBER & PORTER, LLP
2112 Rio Grande
Austin, Texas 78705

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.
DESCRIPTION OF 138.04 ACRES OF LAND

FIELD NOTE DESCRIPTION FOR A 138.04 ACRE (9,136,203.76 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS, SITUATED IN THE RACHAEL SAUL LEAGUE ABSTRACT NO. 551, AND BEING A PORTION OF A 789.508 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, DATED AUGUST 31, 1988, AS RECORDED IN VOLUME 1723, PAGE 855 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE SAME TRACTS OF LAND CONVEYED TO THE STATE BOARD OF CONTROL, THE STATE OF TEXAS BY DEEDS RECORDED IN VOLUME 328, PAGE 548, CALLED 339 ACRES OF LAND AND IN VOLUME 328, PAGE 550, CALLED 128 ACRES OF LAND, ACCORDING TO THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID DESCRIPTION DESCRIBED HEREIN CONTAINING 138.04 ACRES OF LAND, AND INCLUDES A 14.18 ACRE TRACT OF LAND (CALLED 14.15 ACRES) CONVEYED TO THE LOWER COLORADO RIVER AUTHORITY AS RECORDED IN VOLUME 283, PAGE 549, ACCORDING TO THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND SAID 138.04 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a point in the west right-of-way line of the Southern Pacific Railroad, same being the northeast corner of the aforesaid 789.508 acre and 339 acre tracts of land, thence S 70° 20' 39" W a distance of 3,467.71 feet with the north boundary line of the said 339 acre tract, same being the most southerly northeast corner of the said 435 acre tract, thence S 19° 25' 48" E a distance of 5,091.84 feet to a point on a non-tangent curve to the left, said point also being the POINT OF BEGINNING of the tract described herein;

THENCE along said curve to the left an arc distance of 112.97 feet and whose radius is 725.00 feet and long chord is 112.86 feet and bears N 65° 02' 02" E to a point;

THENCE N 60° 34' 12" E a distance of 931.96 feet to a point, said point marking the beginning of a curve to the right;

THENCE along said curve to the right an arc distance of 1,782.68 feet and whose radius is 2,700.00 feet and long chord is 1,750.47 feet and bears N 79° 25' 05" E to a point;

THENCE S 81° 36' 01" E a distance of 151.96 feet to a point, said point marking the beginning of a curve to the left;

THENCE along said curve to the left an arc distance of 399.23 feet and whose radius is 1,200.00 feet and long chord is 397.39 feet and bears S 88° 52' 07" E to a point in the common line between the tract described herein and the west right-of-way line of Old County Road 183;

THENCE S 19° 27' 25" E a distance of 1,475.79 feet with the common east line of the tract described herein and the west right-of-way line of Old County Road 183 and the east boundary line of said 128 acre tract to a point;

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recording.

EXHIBIT"A"

Exhibit A
THENCE S 70° 26' 18" W a distance of 3,271.84 feet to a point in the west line of the herein described tract;

THENCE with the west line of the tract described herein N 19° 25' 48" W a distance of 1,777.56 feet to the POINT OF BEGINNING, containing 138.04 acres more or less.

SAVE AND EXCEPT those certain 1.533 acre and 3.805 acre tracts of land described in Exhibits A-1 and A-2, respectively, attached hereto.

RECORDERS MEMORANDUM
EXHIBIT A
Property Description for Parcel 403

Being all that certain 1.533 acre (66,790 square feet) parcel of land situated in the Rachel Saul Survey, A-551, Williamson County, Texas, and being out of and a part of a called 138.04 acre tract as conveyed to 138 Acres, Ltd., a Texas limited partnership, recorded in Document No. 9815650 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 1.533 acres (66,790 square feet) parcel being more particularly described by metes and bounds in three parts as follows, with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

PART 1:

COMMENCING for point of reference at a 1 ½-inch iron pipe found for an interior corner of a called 446.40 acre tract conveyed to Madron Investments Limited, recorded in Document No. 9815645, O.R.W.C.T. and being in the existing westerly right-of-way line of County Road 183 (C.R. 183) (width varies);

South 20°43'16" East, along the east line of said 446.40 acre tract, a distance 210.66 feet to the southeast corner of said 446.40 acre tract;

South 50°05'20" West, a distance of 3,442.72 feet to a Texas Department of Transportation (TxDOT) bronze disk in concrete \(X=3,097,906.85, Y=10,145,817.55\) set at 557.17 feet left of and perpendicular to State Highway 45 (SH 45) Baseline Station 177+40.62 for the beginning of a non-tangent curve to the right in the proposed northerly right-of-way line of SH 45, for the POINT OF BEGINNING of the herein described Part 1 of this parcel;

1. THENCE Southeasterly, along said proposed northerly right-of-way line of SH 45, passing at an arc distance of 279.76 feet along said non-tangent curve to the right a TxDOT bronze disk in concrete for angle point in the proposed northerly right-of-way line of SH 45 set at 283.87 feet left of and perpendicular to SH 45 Baseline Station
EXHIBIT ___ Page 2 of 9 Pages

177+92.77, continuing in all a total arc distance of 292.05 feet along said non-tangent curve to the right having a Radius of 795.00 feet, a Delta Angle of 21°02'53" and a Chord Bearing and Distance of South 31°23'09" East, 290.41 feet to a point for the end of said curve to the right;

2. THENCE South 20°51'43" East, a distance of 64.62 feet to a point in the southerly line of said 138.04 acre tract and the northerly line of a called 789.508 acre tract conveyed to the State of Texas, State Department of Highways and Public Transportation, recorded in Volume 1723, Page 855, O.R.W.C.T.;

3. THENCE South 69°10'27" West (S 70°26'18" W), along the line common to the southerly line of said 138.04 acre tract and the northerly line of said 789.508 acre tract, a distance of 63.34 feet to a point for the southwest corner of said 138.04 acre tract and the northwest corner of said 789.508 acre tract and lying in the existing easterly right-of-way line of Lake Creek Parkway (width varies), recorded in Volume 1621, Page 221, O.R.W.C.T.;

THENCE, along the line common to the existing easterly right-of-way line of Lake Creek Parkway and the westerly line of said 138.04 acre tract, the following two courses:

4. North 19°00'57" West (N 19°25'48" W), a distance of 269.79 feet to an angle point;

5. North 19°43'03" West, a distance of 80.47 feet to the POINT OF BEGINNING and containing a computed area of 0.3504 acre (15,263 square feet) of land, more or less, for Part 1 of the herein described parcel.

PART 2:

COMMENCING for point of reference at a 1 ½-inch iron pipe found for an interior corner of a called 446.40 acre tract conveyed to Madron Investments Limited, recorded in Document No. 9815645, O.R.W.C.T. and being in the existing westerly right-of-way line of County Road 183 (C.R. 183) (width varies);
EXHIBIT Page 3 of 9 Pages

South 20°43'16" East, along the east line of said 446.40 acre tract, a distance 210.66 feet to the southeast corner of said 446.40 acre tract;

South 45°33'55" West, a distance of 3,492.71 feet to a Texas Department of Transportation (TxDOT) bronze disk in concrete (X=3,098,053.60, Y=10,145,581.17) set at 283.87 feet left of and perpendicular to State Highway 45 (SH 45) Baseline Station 177+92.77 being in a non-tangent curve to the left and being in the proposed northerly right-of-way line of SH 45, for the POINT OF BEGINNING of the herein described Part 2 of this parcel;

THENCE along the proposed northerly right-of-way line of SH 45 and crossing said 138.04 acre tract, the following three courses:

1. South 67°17'27" East, a distance of 103.96 feet to a TxDOT bronze disk in concrete set for angle point;

2. North 68°58'22" East, a distance of 452.15 feet to a TxDOT bronze disk in concrete set for angle point;

3. North 71°57'46" East, a distance of 143.36 feet to a TxDOT bronze disk in concrete set at 204.52 feet left of and perpendicular to SH 45 Baseline Station 184+63.20 being in the northerly line of said 789.508 acre tract and the southerly line of said 138.04 acre tract;

4. THENCE South 69°10'27" West (S 70°26'18" W), along the northerly line of said 789.508 acre tract and the southerly line of said 138.04 acre tract, a distance of 670.56 feet to a point for the northwest corner of said 789.508 acre tract and the southeast corner of the herein described parcel of land;

5. THENCE North 20°51'43" West, a distance of 64.62 feet to a point for the beginning of a non-tangent curve to the left;

6. THENCE Northwesterly, an arc distance of 12.38 feet along said non-tangent curve to the left, having a Radius of 795.00 feet, a Delta Angle of 00°53'31" and a Chord Bearing and Distance of North 21°18'29" West, 12.38 feet to the POINT OF BEGINNING and containing a computed area of 0.1467 acre (6,390 square feet) of land, more or less, for Part 2 of the herein described parcel.

EXHIBIT A-1
PART 3:

COMMENCING for point of reference at a 1 ½-inch iron pipe found for an interior corner of a called 446.40 acre tract conveyed to Madron Investments Limited, recorded in Document No. 9815645, O.R.W.C.T. and being in the existing westerly right-of-way line of County Road 183 (C.R. 183) (width varies);

South 20°43'16" East (S 19°27'25" E), along the line common to the easterly line of said 446.40 acre tract and the existing westerly right-of-way line of C.R. 183, passing at a distance of 210.66 feet the northeast corner of said 138.04 acre tract, continuing along the line common to the easterly line of said 138.04 acre tract and said existing westerly right-of-way line of C.R. 183, for a total distance of 1,574.23 feet to a TxDOT bronze disk in concrete (X=3,101,030.02, Y=10,146,751.03) set at 308.72 feet left of and perpendicular to SH 45 Baseline Station 209+85.55 for the POINT OF BEGINNING;

1. THENCE South 20°43'16" East (S 19°27'25" E), continuing along said common line, a distance of 112.22 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the southeast corner of said 138.04 acre tract and the northeast corner of said 789.508 acre tract;

2. THENCE South 69°10'27" West (S 70°26'18" W), along the northerly line of said 789.508 acre tract and the southerly line of said 138.04 acre tract, a distance of 1,233.32 feet to a TxDOT bronze disk in concrete set at 199.98 feet left of and perpendicular to SH 45 Baseline Station 197+56.85 for the beginning of a non-tangent curve to the left in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45 and crossing said 138.04 acre tract, the following three courses:

3. Northeasterly, an arc distance of 406.86 feet, along said non-tangent curve to the left, having a Radius of 5,709.58 feet, with a Delta Angle of 04°37'29" and a Chord Bearing and Distance of North 66°36'19" East, 460.74 feet to a TxDOT bronze disk in concrete set for the end of said curve to the left;

4. North 64°17'34" East, a distance of 750.51 feet to a TxDOT bronze disk in concrete set for an angle point;

EXHIBIT A-1
EXHIBIT _Page 5 of 9 Pages

5. North 21°45'36" East, a distance of 37.63 feet to the POINT OF BEGINNING and containing a computed area of 1.0362 acres (45,137 square feet) of land, more or less, for Part 3 and in all a total combined area of 1.533 acres (66,790 square feet) of land, more or less, for all Parts of the herein described parcel.

This Metes and Bounds description is accompanied by a separate plat. Calls in parenthesis denote record information. The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

Charles G. Clark
Registered Professional Land Surveyor
Texas Registration Number 3932

SURVCON INC.
400 West 15th Street, Suite 1030
Austin, Texas 78701
(512) 457-7870
December, 2001

EXHIBIT A-1
EXHIBIT — Page 1 of 7 Pages

County: Williamson
Highway: State Highway 45
Limits: From El Salido Parkway to RM 685
CSJ: 0674-01-011

Property Description for Parcel 403 DE

Being all that certain 3.805 acres (165,746 square feet) parcel of land situated in the Rachel Saul Survey, A-551, Williamson County, Texas, and being out of and a part of a called 138.04 acre tract as conveyed to 138 Acres, Ltd., a Texas limited partnership, recorded in Document No. 9815650 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 3.805 acres (165,746 square feet) parcel being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

COMMENCING for point of reference at a 1 ¼-inch iron pipe found for an interior corner of a called 446.40 acre tract conveyed to Madron Investments Limited, recorded in Document No. 9815645, O.R.W.C.T. and being in the existing westerly right-of-way line of County Road 183 (C.R. 183) (width varies);

South 20°43'16" East (S 19°27'25" E), along the line common to the easterly line of said 446.40 acre tract and the existing westerly right-of-way line of C.R. 183, passing at a distance of 210.66 feet the northeast corner of said 138.04 acre tract and the southeast corner of said 446.40 acre tract, continuing along the line common to the easterly line of said 138.04 acre tract and said existing westerly right-of-way line of C.R. 183, for a total distance of 1,559.61 feet to a 1/2-inch iron rod with a TxDOT aluminum cap (X=3,101,024.85, Y=10,146,764.70) set at 323.33 feet left of and perpendicular to SH 45 Baseline Station 209+85.39 for the POINT OF BEGINNING;

1. THENCE South 20°43'16" East (S 19°27'25" E), continuing along said common line, a distance of 14.62 feet to a TxDOT bronze disk in concrete set for the southeast corner at the intersection of the said westerly right-of-way line of C.R. 183 and the proposed northwesterly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following seven courses:

2. South 21°45'36" West, a distance of 37.63 feet to a TxDOT bronze disk in concrete set for an angle point;

3. South 64°17'34" West, a distance of 750.51 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the right;
4. Southwesterly, an arc distance of 460.86 feet, along said curve to the right, having a Radius of 5,709.58 feet, with a Delta Angle of 04°37'29" and a Chord Bearing and Distance of South 66°36'19" West, 460.74 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;

5. South 69°10'27" West (South 70°26'18" West), a distance of 1,293.65 feet to a TxDOT bronze disk in concrete set for an angle point;

6. South 71°57'46" West, a distance of 143.36 feet to a TxDOT bronze disk in concrete set for an angle point;

7. South 68°58'22" West, a distance of 452.15 feet to a TxDOT bronze disk in concrete set for an angle point;

8. North 67°17'27" West, a distance of 36.67 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;

THENCE, across along the proposed northerly easement line and across said 138.04 acre tract, the following eight courses:

9. North 68°58'17" East, a distance of 488.20 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the beginning of a curve to the right;

10. Northeasterly, an arc distance of 56.28 feet, along said curve to the right, having a Radius of 1,078.50 feet, with a Delta Angle of 02°59'24" and a Chord Bearing and Distance of North 70°27'58" East, 56.27 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the end of said curve to the right;

11. North 71°57'40" East, a distance of 177.86 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the beginning of a curve to the left;

12. Northeasterly, an arc distance of 48.09 feet, along said curve to the left, having a Radius of 921.50 feet, with a Delta Angle of 02°59'24" and a Chord Bearing and Distance of North 70°27'58" East, 48.09 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the end of said curve to the left;

13. North 68°58'16" East, a distance of 1,407.37 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;

14. South 23°22'20" East, a distance of 15.27 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the beginning of a non-tangent curve to the left;

EXHIBIT A-2
EXHIBIT __ Page __ of __ Pages

15. Northeasterly, an arc distance of 230.68 feet, along said curve to the left, having a Radius of 5,669.58 feet, with a Delta Angle of 02°19'52" and a Chord Bearing and Distance of North 65°27'41" East, 230.66 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the end of said curve to the left;

16. North 64°17'34" East, a distance of 779.81 feet to the POINT OF BEGINNING and containing a computed area of 3.805 acres (165,746 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat. Calls in parenthesis denote record information. The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

Charles G. Clark  12/10/01
Registered Professional Land Surveyor
Texas Registration Number 3932

SURVCON INC.
400 West 15th Street, Suite 1030
Austin, Texas 78701
(512) 457-7870
December, 2001
DESCRIPTION OF 98.61 ACRES OF LAND

FIELD NOTE DESCRIPTION FOR A 98.61 ACRE (4,295,498.04 SQ.FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS, SITUATED IN THE RACHEL SAUL LEAGUE ABSTRACT 551, AND BEING A PORTION OF A 789.508 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, DATED AUGUST 31, 1988, AS RECORDED IN VOLUME 1723, PAGE 855 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE SAME TRACTS OF LAND CONVEYED TO THE STATE BOARD OF CONTROL, THE STATE OF TEXAS BY DEEDS RECORDED IN VOLUME 328, PAGE 548, CALLED 339 ACRES OF LAND AND IN VOLUME 328, PAGE 550, CALLED 128 ACRES OF LAND, ACCORDING TO THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID 98.61 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a point in the west right-of-way line of the Southern Pacific Railroad same being the northeast corner of the southwest 789.508 acre and 339 acre tracts of land, thence S 70° 20' 39" W a distance of 3,467.71 feet with the north boundary line of the said 339 acre tract, same being the most southerly northeast corner of the said 435 acre tract, as recorded in Volume 311, Page 551, of the Deed Records of Williamson County, Texas, thence S 19° 25' 48" E a distance of 3,237.84 feet to a point, said point being the POINT OF BEGINNING of the tract described herein;

THENCE N 72° 26' 46" E a distance of 2,188.58 feet to a point in the common line between said 339 acre tract and the west right-of-way line of the Southern Pacific Railroad, said point also being on a curve to the left, same being the northeast corner of the herein described tract;

THENCE with the common line between said 339 acre tract and the west right-of-way line of the Southern Pacific Railroad along a curve to the left an arc distance of 690.28 feet whose radius is 2,020.00 feet and long chord is 686.93 feet and bears S 28° 35' 22" W to a point, said point also marking the beginning of another curve to the left;

THENCE continuing with the common line between said 339 acre tract and the west right-of-way line of the Southern Pacific Railroad in a curve to the left an arc distance of 1,528.51 feet whose radius is 1,987.89 feet and long chord is 1,491.13 feet and bears S 60° 24' 25" E to a point of intersection with the west right-of-way line of Old County Road 183 and the westerly right-of-way line of said Southern Pacific Railroad, and east line of said 339 acre tract;

THENCE with the common line between said 339 acre tract and the west right-of-way line of Old County Road 183 S 16° 10' 00" E a distance of 62.10 feet to a point;

THENCE S 19° 27' 25" E a distance of 210.66 feet with the west right-of-way of said Old County Road 183, same being the east line of said 339 acre tract to point, said point also being on a non-tangent curve to the right, same being the southeast corner of the herein described tract;

THENCE along said curve to the right an arc distance of 399.23 feet whose radius is 1,200.00 feet and long chord is 397.39 feet and bears S 88° 52' 07" W to a point;

THENCE N 81° 36' 01" W a distance of 151.96 feet to a point, said point also being the beginning of a

Exhibit B
curve to the left;

THENCE along said curve to the left an arc distance of 1,782.68 feet whose radius is 2,700.00 feet and long chord is 1,750.47 feet and bears S 79° 29' 05" W to a point;

THENCE S 60° 34' 12" W a distance of 931.96 feet to a point, said point also being the beginning of a curve to the right;

THENCE along said curve to the right an arc distance of 112.97 feet whose radius is 725.00 feet and long chord is S 65° 02' 02" W to a point, said point also being the common boundary line of the said 435 acre and 339 acre tracts;

THENCE with the west line of said 339 acre tract N 19° 25' 48" W a distance of 1,854.00 feet to the POINT OF BEGINNING, and containing 98.61 acres, more or less.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

REPORT TO: JAN COX DWYER
HERITAGE TITLE
98 SAN JACINTO BLVD. STE. 400
AUSTIN, TEXAS 78701

Exhibit B

RECORDER'S MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.
DESCRIPTION OF 104.79 ACRES OF LAND
(WESTERN PROPERTY)

FIELD NOTE DESCRIPTION FOR A 104.79 ACRES (4,564,681 SQ. FT.) OF LAND IN
WILLIAMSON COUNTY, TEXAS, SITUATED IN THE RACHAEL SAUL LEAGUE
ABSTRACT NO. 551, AND BEING A PORTION OF A 789.508 ACRE TRACT OF
LAND, DESCRIBED IN A DEED TO THE STATE OF TEXAS, STATE DEPARTMENT
OF HIGHWAYS AND PUBLIC TRANSPORTATION, DATED AUGUST 31, 1988, AS
RECORDED IN VOLUME 1723, PAGE 855 OF THE DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE SAME TRACTS OF
LAND CONVEYED TO THE STATE BOARD OF CONTROL, THE STATE OF TEXAS
BY DEEDS RECORDED IN VOLUME 328, PAGE 548, CALLED 339 ACRES OF
LAND, AND IN VOLUME 328, PAGE 550, CALLED 128 ACRES OF LAND,
ACCORDING TO THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND
SAID 104.79 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a point in the west right-of-way line of the Southern Pacific Railroad same being the northeast corner of the aforesaid 789.508 acre and 339 acre tracts of land, thence S 70°
20' 39" W a distance of 1,747.86 feet with north boundary line of the said 339 acre tract same being the most southerly northeast corner of the said 435 acre tract, as recorded in Volume 311, Page 551, of the Deed Records of Williamson County, Texas said point being the POINT OF BEGINNING of the tract described herein;

THENCE S 70° 20' 39" W a distance of 1,719.86 feet with the north boundary line of the said 339 acre tract, to the northwest corner same being the most southerly northeast corner of the said 435 acre tract, as recorded in Vol. 311, Page 551, of the deed Records of Williamson County, Texas to a point;

THENCE S 19° 25' 48" E with the common boundary line of the said 435 acre and 339 acre tracts at 2,764.79 feet past the northeast corner of a certain 110.2 acre tract out of the said 435 acre tract, and continuing a total distance of 3,237.84 feet to a point;

THENCE N 72° 26' 46" E a distance of 1,079.29 feet to a point;

THENCE N 08°22' 12" W a distance of 3,342.03 feet to the PLACE OF BEGINNING and containing 104.79 acres, more or less;

EXHIBIT

Exhibit C
104.95 Acres

DESCRIPTION OF 104.95 ACRES OF LAND
(EASTERN PROPERTY)

FIELD NOTE DESCRIPTION FOR A 104.95 ACRES (4,571,522 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS, SITUATED IN THE RACHAEL SAUL LEAGUE ABSTRACT NO. 551, AND BEING A PORTION OF A 789.508 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, DATED AUGUST 31, 1988, AS RECORDED IN VOLUME 1723, PAGE 855 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE SAME TRACTS OF LAND CONVEYED TO THE STATE BOARD OF CONTROL, THE STATE OF TEXAS BY DEEDS RECORDED IN VOLUME 328, PAGE 548, CALLED 339 ACRES OF LAND, AND IN VOLUME 328, PAGE 550, CALLED 128 ACRES OF LAND, ACCORDING TO THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID 104.95 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the west right-of-way line of the Southern Pacific Railroad for the most easterly northeast corner of the herein described tract, same being the northeast corner of aforesaid 789.508 acre and 339 acre tracts of land;

THENCE S 70° 20' 39" W a distance of 1,747.86 feet with the north boundary line of the said 339 acre tract, to the northwest corner of the herein described tract;

THENCE S 08° 22' 12" E a distance of 3,342.03 feet to a point, said point being the southwest corner of the herein described tract;

THENCE N 72° 26' 46" E a distance of 1,109.29 feet to a point on the west right-of-way line of the Southern Pacific Railroad, same being in the east line of said 436 acre tract, and said point also being on a curve to the right;

THENCE with said common line between said 436 acre tract and the west line of the Southern Pacific Railroad along said curve to the right an arc distance of 950.12 feet whose radius is 2,020.00 feet and long chord is 941.39 feet and bears N 05° 19' 30" W to a point;

THENCE continuing with said common line between said 436 acre tract and the west line of the Southern Pacific Railroad N 05° 53' 53" E a distance of 1,523.87 feet to a point, said point marking the beginning of the curve to the left;

THENCE continuing with said common line between said 436 acre tract and the west line of the Southern Pacific Railroad along said curve to the left an arc distance of 893.82 feet whose radius is 4,574.76 feet and long chord is 892.39 feet and bears N 02° 21' 08" E to a point;

THENCE continuing with said common line between said 436 acre tract and the west line of the Southern Pacific Railroad N 00° 59' 15" W a distance of 215.03 feet to the PLACE OF BEGINNING and containing 104.95 acres, more or less.

TAI_DRIVE\1997\5030-01\2\PLDNOTES.WPD

Exhibit C
% Rick Mann
2112 Rio Grande
Austin, TX 78705