STATE OF TEXAS
COUNTY OF WILLIAMSON
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

Northwoods at Avery Ranch

Dated as of May 5, 2011

By
NORTHWOODS AVERY RANCH, LLC
A TEXAS LIMITED LIABILITY COMPANY

"Declarant"

DECLARANT'S ADDRESS:
3310 Capital of Texas Hwy
Austin, Texas 78746

PROPERTY:
Northwoods at Avery Ranch

414022-3 04/28/2011
UNDERSTANDING THIS DECLARATION

This Declaration has important rules which affect every homeowner in Northwoods at Avery Ranch. There are rules which limit what you can build on your lot and which restrict the activities which you can conduct on your property. There are other provisions that also impact owning a home in this community. This Introduction is intended to be a “plain English” overview of what is in this Declaration. Reading this Introduction does not substitute for reading the Declaration. You should read all of this Declaration and understand your legal rights and responsibilities, because some of these rules may not allow you to do something you want to do. Assessments are essentially “dues” to be a member of the homeowners association (and you must be a member of the association if you own a lot or house in Northwoods at Avery Ranch).

PRIMARY PURPOSES OF THE DECLARATION

Generally, this Declaration is intended to establish uniform rules and standards for homes and activities in Northwoods at Avery Ranch in order to make it a better, more attractive, and more livable community. While there are many rules and restrictions, these are intended to benefit you and make your neighborhood and community better. This Declaration serves four primary purposes with respect to homeowners: the creation of a mandatory homeowners association, a set of rules as to what may and may not be built in Northwoods at Avery Ranch, restrictions which say what kind of activities can take place in Northwoods at Avery Ranch, and assessments which every owner must pay.

Association & Common Areas. This Declaration establishes a mandatory homeowner’s association which has the ability to own and/or administer common areas, facilities, and amenities for the benefit of all owners in Northwoods at Avery Ranch. These include, for example, the entryway to Northwoods at Avery Ranch and its landscaping and irrigation, as well as the right-of-way landscaping and irrigation in the public streets. The Association enforces this Declaration and has other responsibilities which are described in this Declaration.

Building, Architectural, and Landscaping Requirements. This Declaration describes a variety of requirements for every house or other building in Northwoods at Avery Ranch; for example what the exterior of house can be made of and the required types of fences and landscaping. There is an Architectural Control Committee that reviews and approves plans for houses and which has the right to make builders and homeowners comply with the architectural and design requirements set forth in this Declaration.

Restrictions on Activities & Uses. There are various rules and restrictions as to what can and cannot be done on the Property.

Assessments. The Northwoods at Avery Ranch Owners Association is a “mandatory homeowners association”. If you own a lot in Northwoods at Avery Ranch, you must be a member of the association and pay assessments. The association uses assessments for a number of purposes, but one is to pay for upkeep and maintenance of the amenities and other common areas which each member or owner has the right to use and enjoy. If someone doesn’t pay their assessments, then the association can, subject to applicable law, take that person’s house away from them by foreclosing on it.
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTHWOODS AT AVERY RANCH

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions and Restrictions for Northwoods at Avery Ranch (the "Master Declaration") is made by Northwoods Avery Ranch, LLC, a Texas limited liability company, whose address is 3301 North Capital of Texas Highway, Suite 200, Austin, Texas 78746 (hereinafter, "Declarant"), and which is the owner of certain real property described as approximately 181.954 acres located in Williamson County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Land" or the "Property").

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, Declarant desires to develop (or cause to be developed) all or portions of the Property as part of a multi-use development consisting of, (i) development areas that will vary (from area to area) as to the use, size and types of development thereof and improvements constructed thereon, (ii) common areas improved by certain aesthetic and/or recreational amenities, and (iii) other improvements all of which shall exist for the benefit and use of the Owners (as defined below); and

WHEREAS, Declarant further desires and intends to provide for the maintenance of the "Common Area" (as defined below), which, pursuant to this Master Declaration, is to be maintained by all Owners; and

WHEREAS, to accomplish these objectives, Declarant may subject all or portions of the Property (and as provided below, additional properties now or hereafter owned by Declarant) to the covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges and other terms provided herein; and

WHEREAS, by the filing of this Master Declaration, Declarant serves notice that the Property identified herein is hereby subjected to the terms and provisions of this Master Declaration.

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. **Amenities Center.** “Amenities Center” means Improvements on a Common Area which are for the use and enjoyment of Residential Owners and which may include, but is not required to include, such facilities as a clubhouse or a swimming pool.

1.2. **Architectural Control Committee.** “Architectural Control Committee” (or the “ACC”) means the committee created pursuant to this Master Declaration to review and approve plans for the construction or modification of Improvements upon a portion of the Property, subject to such rights retained by Declarant herein.

1.3. **Architectural Control Committee Rules.** “Architectural Control Committee Rules” means the rules and regulations adopted by the Architectural Control Committee, as the same are amended from time to time.

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

1.5. **Association.** “Association” (or “HOA”) means and refers to the Northwoods at Avery Ranch Owners’ Association, Inc., created pursuant to this Master Declaration.

1.6. **Association Bylaws.** “Association Bylaws” means the Bylaws of the Association which may be adopted by the Board, as the same are from time to time amended.

1.7. **Association Rules.** “Association Rules” means the rules and regulations adopted by the Board as the same may be amended from time to time.

1.8. **Board.** “Board” means the Board of Directors of the Association.

1.9. **Build-out Date.** “Build-out Date” means the date on which Declarant no longer owns any Lots, Condominium Units or other portion of the Property.

1.10. **Certificate.** “Certificate” means the Certificate of Formation of the Northwoods at Avery Ranch 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.

1.11. **Commercial Area.** “Commercial Area” means that portion of the Property, if any, designated as such in a Supplemental Declaration.

1.12. **Commercial Use.** “Commercial Use” means the such commercial, office or business use that: (i) is lawful and permitted by applicable zoning ordinances; and (ii) conforms
to all of the use restrictions set forth in this Master Declaration and any applicable Supplemental Declaration.

1.13 Common Area. "Common Area" means Lots and other properties, if any, designated by the Declarant, for the benefit of and to be owned by the Association, and identified on any recorded plat of the Property as "Common Area", "Greenbelt", "Amenity Area", "Drainage Easement", "Water Quality Easement", "Wastewater Easement", "Utility Easement", "Public Trail", "Sign Site" or "HOA Park" (to the extent such areas are not maintained by any applicable government entity or utility provider).

1.14 Common Area and Facilities. "Common Area and Facilities" means that portion of the Property to be owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned and maintained by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by utility providers). The Common Area and Facilities to be owned by the Association shall include (i) Common Areas and (ii) those areas of land deeded to the Association by Declarant. Residents of the Multi Family Residential Area are not considered Members of the Association for the purpose of common use and enjoyment of the Common Area and Facilities.

1.15. Condominium Unit. "Condominium Unit" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development pursuant to Chapter 82 of the Texas Property Code or any successor statute.

1.16. Declarant. "Declarant" means Northwoods Avery Ranch, LLC, a Texas limited liability company.

1.17. Design Guidelines. "Design Guidelines" mean those certain Design Guidelines as may be set forth below in this Master Declaration, or any Supplemental Declaration, as the same may be amended by Declarant from time to time.

1.18. Developed Lot. "Developed Lot" means any Lot which has been final platted, with electric, water and waste water service, with access to a paved, curbed and guttered street; excluding, however, any Common Area.

1.19. Development. "Development" means any and all portions of the Property that are hereafter made subject to this Master Declaration pursuant to the terms set forth herein.

1.20. Front Yard and Front Side Yard. "Front Yard" means that portion of the Lot from the street on which such Lot is located to the front wall of the House on such Lot which is closest to the street. "Front Side Yard" means (i) that portion of the Lot from the front wall of the House which is closest to the street (on either side) to either (A) the rear corner of the House, or (B) a fence which runs from the side of the House to the side property line of the Lot, thus enclosing the remainder of the side yard with the back yard.
1.21. **House.** “House” means a detached single family residence built on a Residential Lot and any single family residence owned as a Condominium Unit.

1.22. **Improvement.** “Improvement” means every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage sheds, patios, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, 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.

1.23. **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, but excluding any parcel on which a condominium regime that has been established pursuant to Chapter 82 of the Texas Property Code or any successor statute.

1.24. **Master Declaration.** The “Master Declaration” means this Master Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate and the Bylaws.

1.25. **Member.** “Member” or “Members” means any Person(s) holding membership rights in the Association.

1.26. **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.

1.27. **Mortgagee.** “Mortgagee” or “Mortgagees” means the holder or holders of any Mortgage or Mortgages.

1.28. **Multi Family Residential Area.** “Multi Family Residential Area” means that portion of the Property, if any, designated as such in a Supplemental Declaration.

1.29. **Multi Family Residential Use.** “Multi Family Residential Use” means the single family use of a townhouse, cluster home, garden home, condominium, residential apartment or apartment style structure in which the individual residential units are not individually platted or titled for ownership purposes.

1.30. **Owner.** “Owner” or “Owners” means any Person holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

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

1.32. **Plans and Specifications.** “Plans and Specifications” mean 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.

1.33. **Plat.** "Plat" means a subdivision plat of the Property or any portion thereof.

1.34. **Residential Lot.** "Residential Lot" means a Lot intended for Single Family Residential Use.

1.35. **Residential Owner.** "Residential Owner" means the owner of a Residential Lot or a Condominium Unit.

1.36. **Single Family Residential Area.** "Single Family Residential Area" means the entirety of the Property, save and except any portions thereof designated as a Commercial Area or Multi Family Residential Area in any Supplemental Declaration.

1.37. **Single Family Residential Use.** "Single Family Residential Use" means the single family use of a House for residential occupancy in accordance with this Master Declaration and applicable laws.

1.38. **Subassociation.** "Subassociation" means any nonprofit Texas corporation or unincorporated association organized and established by Declarant or with Declarant’s approval, pursuant to or in connection with a Supplemental Declaration.

1.39. **Subdivision.** "Subdivision" means any portion of the Property, which is subdivided as shown by a map, or plat of record in Williamson County, Texas.

1.40. **Supplemental Declaration.** "Supplemental Declaration" means any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions, (iii) to withdraw land from the Property, or (iv) to establish a Subassociation.

**ARTICLE II**

**DEVELOPMENT OF THE PROPERTY**

2.1. **Development by Declarant.** Each Owner acknowledges that Declarant has a substantial interest in ensuring that improvements within the Property maintain and enhance Declarant’s reputation as a community developer and do not impair Declarant’s ability to market and sell all or any portion of the Property. Declarant will act solely in Declarant’s interest and shall owe no duty to any other Owner. Each Owner acknowledges that the Owner is choosing to acquire a Lot, Condominium Unit or a portion of the Property by the Owner’s free will and with full knowledge of the contents and effect of this provision and this Declaration. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant’s option, sell any portion of the Property free of this Master Declaration. Declarant may also, at any time that Declarant owns any portion of the Property, re-allocate and/or re-designate any portion of the Property for Single Family Residential Use, Multi Family Residential Use or Commercial Use. Specifically, but without limitation as to Declarant’s rights
as previously stated in this Section 2.1, Declarant may at any time that Declarant owns any portion of the Property, change the designation of any portion of the Multi Family Residential Area to Single Family Residential Use.

2.2. **Special Declarant Rights.** Notwithstanding any provision of this Master Declaration to the contrary, at all times and from time to time, during the time that Declarant owns any portion of the Property, Declarant shall have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development, (ii) to maintain improvements upon Lots and Condominium Units as sales, model, management, business and construction offices, and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction placement or maintenance of Improvements by Declarant shall not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section 2.2 until Declarant no longer owns any portion of the Property.

2.3. **Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land as hereinafter described, such land shall be considered part of the Property for purposes of this Master Declaration, and shall be considered part of the Development subject to this Master Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Master Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Master Declaration shall be the same with respect to such added land as with respect to the lands originally covered by this Master Declaration. To add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a notice of addition of land containing the following provisions:

2.3.1 A reference to this Master Declaration, which reference shall state the volume and initial page number of the Williamson County Official Public Records wherein this Master Declaration is recorded,

2.3.2 A statement that such land shall be considered Property for purposes of this Master Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Master Declaration shall apply to the added land, and

2.3.3 A legal description of the added land.

2.4. **Withdrawal of Land.** Declarant may at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Master Declaration and the jurisdiction of the Association (i) any portions of the Property which have not been included in a Plat, (ii) any portion of the Property included in a Plat if Declarant owns all Lots described in such Plat, and (iii) any portions of the Property included in a Plat even if Declarant does not own all Lot(s) described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such Plat. Upon any such withdrawal this Master Declaration and the covenants conditions, restrictions,
easements and obligations set forth herein shall no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a notice of withdrawal of land containing the following provisions:

2.4.1 A reference to this Master Declaration, which reference shall state the volume and initial page number of the Williamson County Official Public Records wherein this Master Declaration is recorded,

2.4.2 A statement that the provisions of this Master Declaration shall no longer apply to the withdrawn land; and

2.4.3 A legal description of the withdrawn land.

Declarant's rights of withdrawal under this Section 2.4 shall apply to all portions of the Property, including any portions of the Property which have been previously designated as being included in the Development.

2.5. Supplemental Declarations. Supplemental Declarations 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. Provided, however, if a Supplemental Declaration provides for more restrictive use of any part of the Property, such Supplemental Declaration shall control over this Master Declaration, it being the intent of the Declarant that future Declarants under Supplemental Declarations be able to more greatly restrict the use of particular portions of the Property and the Improvements thereon than may be set forth in 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, once platted, 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 (i) the Declarant, until the Build-out Date, or (ii) the Architectural Control Committee, after the Build-out Date.

3.2. Compliance with this 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 give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by Declarant, the Architectural Control Committee, or the Board on behalf of the Association.

3.3. Commercial Activities. Except for Commercial Use within the Commercial Area, no professional, business, or commercial activity to which the general public is invited shall be
conducted on any Lot or within any Condominium Unit; except an Owner or occupant of a residence may conduct business activities within a residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; and (2) the business activity conforms to all zoning requirements; (3) the business activity does not involve door-to-door solicitation of residents within the Development Area; and (4) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision as may be determined in the sole discretion of the Board. The terms "commercial", "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot or Condominium Unit for the purpose of constructing a residence thereon, or to an Owner engaged in the business of constructing Improvements in the Multi Family Residential Area or leasing and/or selling residential units within the Multi-Family Residential Area. Declarant, in connection with its development of the Subdivision and sale of Lots and Condominium Units, shall have the right to maintain on any Residential Lot or Lot(s) and Condominium Units model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited until such Residential Lot or Condominium Unit, as applicable, is purchased by an individual who intends to reside thereon.

3.4. Telecommunications Requirements. Each House within the Property which utilizes telecommunications services shall be constructed with a structured wiring (a/k/a "bundled wiring") package and other telecommunications equipment which is approved in writing by the Architectural Control Committee. Declarant hereby reserves and retains an exclusive blanket easement and right of way over and across each Lot and Condominium Unit for the purpose of installing, operating and maintaining telecommunication lines and facilities. Declarant may assign this easement at any time and from time to time to any one or more providers of telecommunication services.

3.5. Insurance. Each Owner shall be required to purchase and maintain insurance on the Improvements located upon such Owner's Lot. Such insurance must cover 100% of replacement cost and must be written by insurance carriers which (i) are admitted to engage in the business of insurance in the State of Texas; (ii) have a Best's rating of A or better; and (iii) have a Best's financial size category of VIII or larger. Insurance requirements governing Condominium Units shall be as set forth in the Supplemental Declaration applicable to such Condominium Unit. Any Owner shall be required, upon request by the Association from time to
time, to provide to the Association written evidence that such Owner is maintaining the insurance which is required under this Master Declaration.

3.6. Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.7. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot, Condominium Unit or any of the Improvements located thereon.

3.8. 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.

3.9. Noise. No horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property such that it becomes or will become excessively audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to 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.

3.10. Animals - Household Pets. No dangerous animals, including, but not limited to, snakes, Pit Bulls, Pit Bull Terriers, and those mixed breed dogs with Pit Bull bloodline as part of the mix, are allowed as pets or to be kept on any Lot or in any Condominium Unit within the Property covered by this Declaration. Animals commonly found at a zoo, in the wild, or on a farm/ranch are not allowed within the Property covered by this Master Declaration. Any animal, which poses a safety or health threat to the neighborhood, or any part thereof, shall not be raised, bred, or kept on any Lot or in any Condominium Unit within the Property. Any animal, which creates an unreasonable nuisance or an unreasonable disturbance or is not what is commonly thought of as a household pet must be permanently removed from the Property within the time frame provided by the Board to the Owner in possession or control of the subject animal. There shall be no more than four (4) “common household pets” allowed on any Residential Lot, without prior written permission of the Board. There shall be no more than two (2) common household pets allowed in any unit within any Multi Family Residential Area, without prior written permission of the Board.

The Board shall have the sole right to determine what specific exceptions will be allowed, if any, to the rules stated in this Section 3.10 (no previous Board ruling on an exception is binding on the Board in deciding any subsequent request for an exception to this provision). The Board’s decisions are final and binding, unless there is a subsequent “unanimous Board vote” which overturns the decision. No Board member may vote on the exception, if the decision will directly apply to the Board member. THE BURDEN RESTS SOLELY ON THE
OWNER TO EITHER PROVE THAT THEIR PET (ANIMAL) IS A "COMMON HOUSEHOLD PET" OR IS NOT OTHERWISE PROHIBITED FROM THE NEIGHBORHOOD BY THESE "DANGEROUS ANIMAL" RULES.

3.11. 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 there from 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 public view and from view from any street or Common Area. Notwithstanding the foregoing, rubbish, trash and debris generated in connection with the initial construction of a House shall be kept in a container, and such containers may be uncovered and are not required to be kept within enclosed structures or appropriately screened from public view or from view from any street or Common Area.

3.12. Maintenance. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner’s Lot or Condominium Unit (including any Greenbelt platted as a part of such Owner’s Lot and any Greenbelt located between such Owner’s Lot and a publicly dedicated roadway) cultivated, pruned, and free of trash and other unsightly material. Each Owner shall promptly remove any dead trees or shrubs, and shall immediately so remove any such dead trees or shrubs upon notification from the Declarant, Association or ACC. All Improvements upon any Lot and in any Condominium Unit shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot or Condominium Unit, as applicable. Declarant, the Association, and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot or Condominium Unit 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; and to charge the cost plus any administrative fees thereof to the Owner of the Lot or Condominium Unit as provided herein.

3.13. Antennae. Except where otherwise provided by law, or as otherwise approved by the ACC, no exposed exterior television or radio antenna or satellite dishes exceeding twenty-four (24) inches in diameter, may be installed anywhere on the Property and then only in strict accordance with rules and regulations promulgated by the Board. All satellite dishes and/or antenna shall be installed on the back of any House so that such satellite or antenna are not visible from street view.

3.14. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or Condominium Unit or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view without the prior written approval of the Architectural Control Committee, except the following:

3.14.1 For Sale Signs. An Owner may erect one (1) sign not more than six (6) square feet in size advertising the Lot or Condominium Unit for sale.
3.14.2 Declarant’s and Builder’s Signs. Signs or billboards may be erected by the Declarant or any Builder.

3.14.3 Political Signs. Political signs may be erected upon a Lot or Condominium Unit by the Owner of such Lot or Condominium Unit advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

3.14.4 For Lease Signs. No sign may advertise any Lot or Condominium Unit for lease or for rent, including signs displayed in the window of any residence.

3.15. Tanks. The Architectural Control Committee shall have the right to approve the location of swimming pool filter tanks. No elevated tanks or above-ground swimming pools of any kind shall be erected, placed or permitted on any Lot without prior Architectural Control Committee approval and proper screening. All tanks shall be screened so as not to be visible from any other portion of the Property.

3.16. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Control Committee; provided, however, that construction trailers, sales offices and temporary structures necessary for storage of tools and equipment, and for office space for Declarant, architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

3.17. Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot or Condominium Unit so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each House constructed within the Property shall have sufficient garage space, as approved by the Architectural Control Committee, to house all vehicles to be kept on the Lot. Overnight parking of any boat, mobile home, recreational vehicle or trailer shall not be permitted on any public or private thoroughfares within the Subdivision. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties; and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap or 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 view from public or private thoroughfares and adjacent properties. Basketball goals are permitted but must (i) be
permanently mounted on the side of any driveway, and (ii) may not be located within 20 feet of the front boundary of the Lot.

3.18. **Doors and Windows.** No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors. No steel or wrought iron “burglar bars”, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board.

3.19. **Air Conditioning Units.** Air conditioning units shall be screened from visibility from any street by appropriate landscaping. No window or wall type air conditioner that is visible from any street shall be permitted to be used, placed or maintained on or in any structure on any part of the Property.

3.20. **Energy Conservation or Generation Equipment.** No photovoltaic electricity generation panels, solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot or Condominium Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee. No windmills, wind generators or other apparatus for generating power from wind shall be erected or installed on any Lot or Condominium Unit, unless approved by the ACC. No energy conservation or generation equipment as described in this section shall be placed on the front or front roof of any House, or in any Front Yard or Front Side Yard of any Residential Lot.

3.21. **Grow Green Requirements.** The Property is subject to the terms and provisions of certain “Grow Green” standards and requirements promulgated by the Austin Water Utility and City of Austin Department of Watershed Protection, a copy of which is attached as Exhibit “B” to this Declaration (the “Grow Green Requirements”). Each Residential Owner shall be obligated to perform and observe the Grow Green Requirements and comply with the provisions thereof. Any violation of the Grow Green Requirements shall constitute a violation of this Master Declaration, entitling enforcement action to be taken in accordance with the provisions set forth herein.

3.22. **Nuisances.** No noise, light pollution or other nuisance shall be permitted to exist or operate upon any of the Lots or Condominium Units so as to be offensive or detrimental to any other of the Lots or Condominium Units or to their occupants (other than security devices used exclusively for security purposes and temporary lighting necessary for the illumination of model homes or any portion of the Property used for the display of any model home).
3.23. **Compliance with the Restrictions.** 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 Master Declaration shall constitute a violation of this Master Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.23. **No Warranty of Enforceability.** Declarant makes 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 or Condominium Unit 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 or Condominium Unit, agrees to hold Declarant harmless there from.

**ARTICLE IV**

**USE AND CONSTRUCTION RESTRICTIONS**

**(SINGLE FAMILY RESIDENTIAL AREA)**

The Single Family Residential Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

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

4.2. **Residential Use.** All Residential Lots, unless dedicated to the Association as Common Area and/or Facilities, shall be improved and used solely for Residential Use, inclusive, with respect to detached Houses only, of a private garage for not less than two (2) cars nor more than four (4) cars, fencing and such other Improvements as are necessary or customarily incident to residential use. Carports shall not be permitted with respect to detached Houses. Alternative garages may be constructed with attached Houses, provided that any such alternative parking structure shall be appropriately screened from view, and approved by the Architectural Control Committee.

4.3. **Fences, Walkways, and Sidewalks.** Fences are required along the side (commencing from approximately the middle or rear portion of the house) and rear property lines (forming the backyard of the home) of each Lot where a Home is constructed. Except where wrought iron fencing is required, any and all fences constructed shall be “good neighbor fences”. However, all fences that face any street shall be constructed so that the front portion (i.e. smooth, with no backing) of the fencing faces the street. Any fence that faces the street shall also have a cap and be stained a color to be determined by the ACC and published as part of the Design Guidelines or the Association Rules. All front walkways on Residential Lots shall be located so that they run from the front porch or front door to the driveway on such Residential Lot and not to the street or curb. A sidewalk four feet (4’) in width shall be constructed on each Lot along the street on the front of any House (and along any side street or corner Lots), which sidewalk shall be set back from the street a distance of four feet (4’). All fences on Lots on, abutting, or adjacent to any greenbelt, critical environmental feature, or buffer shall be of wrought iron, along the rear property line and along the side property lines (from the rear property line to the back of the house.) All wrought iron fences shall be six feet in height with pickets no greater than 4
inches apart (or such other standard as is required by applicable governmental authorities) and painted bronze (Tiger Coat RAL 8014) or such other color determined by the Architectural Control Committee. Except with respect to wrought iron fences, all fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. With respect to wrought iron fences only, routine and ordinary fence maintenance shall be the responsibility of the Association; provided, however, that the repair of damage to a wrought iron fence for any reason other than ordinary wear and tear shall be the responsibility of the Owner and all such damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence’s axis is more than five (5) degrees out of a perpendicular alignment with its base, (ii) missing, loose or damaged steel or wood rails in the fence, or (iii) symbols, writings or other graffiti on the fence.

4.4. Building Heights. No House or any other Improvement shall exceed forty (40) feet in height measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak or gable of a roof, excluding chimneys.

4.5. Dwelling Size. All single-story and two-story detached dwellings shall contain a minimum of 2,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages, with further restrictions as described in contracts between Declarant and the Builders. Declarant may, but is not obligated to, record of one or more Supplemental Declarations, in such case, the subsequently recorded Supplemental Declaration will be applicable only to Improvements constructed after the recording of the Supplemental Declaration.

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

4.7. Masonry Requirements. “Masonry Veneer” means brick, stone, or stucco veneer construction. Masonry Veneer does not include hardiboard, hardiplank, hardiboard shingles, or hardiboard lap siding. However, the ACC may approve some form of hardiboard or hardiplank in lieu of Masonry Veneer where brick, stone, or stucco are not feasible so long as the hardiboard or hardiplank is installed horizontally and is no greater than 30% of total masonry square footage. Exceptions for decorative siding such as vertical board and batten, and shakes, will be considered by the ACC on a case-by-case basis.
4.7.1 The first floor of all Houses shall be one hundred percent (100%) Masonry Veneer construction, exclusive of areas over roof not supported by Masonry Veneer below, roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trimwork.

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

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

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

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

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

4.8. Roofs. Except as otherwise provided herein, all Houses shall have a minimum roof pitch of 6:12, except porch and architectural featuring roofs may have a 3:12 roof pitch. All Houses with a lot size of sixty feet (60') in width shall have a minimum roof pitch of 7:12. All Houses with a lot size of seventy feet (70') in width shall have a minimum roof pitch of 8:12. All Houses located on or abutting Staked Plains Dr. or Lakeline Blvd. shall have a minimum roof pitch of 6:12, unless such House is on a Lot which is seventy feet (70') in width or greater, then such House shall have a minimum roof pitch of 8:12. All roof shingles shall be “weatherwood” or a substantially similar color, and shall have a minimum twenty-five (25) year life.

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

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

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

4.11. **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 an Owner upon any Lot within the Property. 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 or vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Control Committee in its sole judgment, the Architectural Control Committee shall have the authority to issue an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Control Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

4.12. **Landscaping.** “Landscaping” means any modification to a Lot, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, nonstructural retaining walls, and introduced vegetation. The Front Yard and Front Side Yard of all Lots, from the front property line to the front fence of the house, must have an irrigation system and shall be fully sodded or planted with St. Augustine, Bermuda, Zoysia, Prairie Buffalo Grass or other sod approved by the Architectural Control Committee and at least two (2) three inch (3”) trees shall be planted in each front yard of each Lot prior to the occupancy of the residence located on the Lot (the “Required Landscaping”). Required Landscaping shall be installed before the primary building Improvement is occupied. Except with respect to Common Areas, landscaping which has been installed in any Residential Lot shall be properly maintained at all times. Grasses and weeds shall at no time be allowed to exceed 6” (six inches) in height on vacant or developed lots. Curbs, sidewalks and driveways must be free of weeds, and each Owner shall perform regular edging to prevent grass overgrowth in such areas. Recommendations by the Architectural Control Committee with respect to tree disease control must be followed immediately. The use of fountains in the Front Yard and Front Side Yard of any Lot is strongly discouraged and shall only be permitted with the prior written approval of the ACC.

4.13. **Construction in Place.** All dwellings, structures, buildings and swimming pools constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee.
4.14. **Location of Improvements.** No buildings or other Improvements shall be located on any Residential Lot on or inside any setback line shown on any Plat. No permitted accessory building (other than attached garages) shall be located nearer than seven and one-half feet (7.5') to an interior Lot line. Notwithstanding the general guidelines herein set forth as to location of Improvements upon the Residential Lot, it is the intention of Declarant to establish the importance of locating the Improvements so as to preserve existing natural trees, vegetation and topography to the extent reasonable and practical. Except as to granting variances as to setbacks, the Architectural Control Committee has the power to enforce, or to grant variances with respect to, these guidelines, so long as the location of the Improvements will not conflict with any Plat or zoning ordinance or encroach upon any other Residential Lot, utility easement, or public right-of-way or result in any building being located closer than ten feet (10') from the primary dwelling structure on another Lot. Roof eaves are not to be considered in calculating the distances stated in this Section 4.14.

4.15. **Composite Building Site.** Subject to local platting requirements and applicable law, any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site, and may place or construct Improvements on such site but only with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat, to the extent permitted by applicable law. The Owner may not thereafter resubdivide the consolidated Lots without the prior written approval of the Architectural Control Committee, and compliance with all platting and other legal requirements. In the event that any Owner consolidates Lots as allowed in this section, then notwithstanding such consolidation or the replat of the consolidated Lots into one (1) Lot, the amount of all of the Assessments, fees and per Lot charges established in this Master Declaration that applies to such consolidated Lots, shall be equal to the amount that would otherwise apply if such consolidation had not occurred. By way of example, if an Owner consolidates two (2) Lots, such Owner shall be obligated to pay Assessments, fees and other per Lot charges in an amount equal to twice the amount of an Owner who owns only one (1) Lot.

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

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

4.18. **Storage Sheds.** Storage sheds may be constructed on any Residential Lot, however, such storage sheds (i) shall not exceed eighty (80) square feet (slab size), may not exceed the lesser of six feet (6') in height or the height of the privacy fence constructed on the Lot, and (iii) must be shielded from view from street view by the House or fencing.
ARTICLE V
USE AND CONSTRUCTION RESTRICTIONS
(MULTI FAMILY RESIDENTIAL AREA AND COMMERCIAL AREA)

The Multi Family Residential Area and Commercial Area, if any, shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

5.1 Architectural Guidelines. Pursuant to this Master Declaration, either Declarant or the Architectural Control Committee may adopt Architectural Guidelines applicable to the Multi Family Residential Area and the Commercial Area, and all Improvements constructed in the Multi Family Residential Area and the Commercial Area shall comply strictly with those Architectural Guidelines. In the event of any conflict between the terms and provisions of the Architectural Guidelines and the terms and provisions of this Master Declaration, the terms and provisions of this Master Declaration shall control. In addition, the Architectural Control Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Declaration. Such charges shall be held by the Architectural Control Committee and used to defray the administrative expenses incurred by the Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Architectural Control Committee shall be distributed to the Association at the end of each calendar year. The Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by this Master Declaration and the Architectural Guidelines, is assembled and submitted to the Architectural Control Committee.

5.2. Use – Multi Family Residential Area. The Multi Family Residential Area shall be improved and used solely for Multi Family Residential Use, inclusive of such other Improvements as are necessary or customarily incident to Multi Family Residential Use, including a pool and/or other recreation areas and/or facilities. No portion of any Multi Family Residential Area and no Improvement erected or maintained therein shall be used for manufacturing, industrial, business, commercial, institutional or other nonresidential purpose, save and except as set forth herein. “Garage Sales” or other similar activities are specifically prohibited.

5.3. Use – Commercial Area. The Commercial Area shall be improved and used solely for Commercial Use, inclusive of such other Improvements as are necessary or customarily incident to Commercial Use.

5.4. Use of Common Area and Facilities. Unless specifically provided by a Supplemental Declaration or other agreement between Declarant, the Association and the Owner of the Commercial Area, Owners and occupants within the Commercial Area are specifically prohibited from using the Common Area and Facilities. Likewise, unless specifically provided by a Supplemental Declaration or other agreement between Declarant, the Association and the Owner of the Multi Family Residential Area, residents of units within the Multi Family Residential Area are specifically prohibited from using the Common Area and Facilities. The Owner of the Multi Family Residential Area may provide separate recreational facilities within
the Multi Family Residential Area for residents of units within the Multi Family Residential Area. Owners of Residential Lots shall not be permitted to use any recreational facilities located within the Multi Family Residential Area unless specified in a Supplemental Declaration or other specific agreement.

5.5. Amendment of this Article V. Notwithstanding the terms of Section 11.2 or any other provision of this Master Declaration, Declarant, at its sole discretion, may unilaterally (i) amend the terms and provisions of this Article V, (ii) withdraw the Multi Family Residential Area and/or the Commercial Area from this Master Declaration, (iii) amend or revise a portion of the Property comprising the Multi Family Residential Area and/or the Commercial Area, (iv) enter into additional agreements, restrictions, easements or otherwise with the Owners of the Multi Family Residential Area and/or the Commercial Area with respect to shared use of any roads, parks, facilities or Common Area on the Property by Owners of Residential Lots, Owners or occupants of the Commercial Area, or residents of any Multi Family Residential Area, or (v) take such other steps as Declarant deems necessary to promote the successful integration of the Single Family Residential Area with the Commercial Area and Multi Family Residential Area.

ARTICLE VI
COMMON AREA AND FACILITIES
AMENITIES CENTERS

6.1. Common Area and Facilities. Each Owner of a Residential Lot shall have the right to use and enjoy the Common Area and Facilities pursuant to, and subject to the terms and conditions of, this Master Declaration.

6.2. Suspension of Rights and Privileges. If an Owner violates this Master Declaration, including the failure to pay Assessments, then the Owner's rights and privileges with respect to the use and enjoyment of the Common Area and Facilities, including without limitation all Amenities Centers, may be suspended by the Association.

ARTICLE VII
THE ASSOCIATION

7.1. Organization. Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The 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 Certificate and Bylaws or in this Master Declaration. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Declaration shall prevent the creation, by provisions therefore in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.
7.2. **Membership.** Any Person upon becoming an Owner of a Lot or Condominium Unit shall automatically become a Member of the Association. The Owner of the Multi Family Residential Area, or any portion thereof, and the Owner of the Commercial Area, or any portion thereof, shall also be Members of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or other property 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 or other property which qualifies the Owner thereof for membership.

7.3. **Voting Rights.** There shall be four classes of membership for purpose of voting on any Association matter.

7.3.1 The Class A Members shall include each Residential Owner and each such Residential Owner shall have one (1) vote for each Residential Lot or Condominium Unit owned.

7.3.2 The Class B Member shall be Declarant. The Class B Member shall have three (3) votes for each vote held by Class A Members. The Class B Membership of Declarant shall convert to a Class A Membership upon the earlier to occur of (i) such time as Declarant owns less than twenty-five percent (25%) of the Property (including any property annexed hereto pursuant to the terms hereof), or (ii) twenty (20) years from the date of this Declaration.

7.3.3 The Class C Member shall be the owner of the Multi Family Residential Area. The Class C Member shall have one (1) vote unless and until such time as Declarant executes and records a Supplemental Declaration allocating a different number of votes to the Multi Family Residential Area.

7.3.4 The Class D Member shall be the owner of the Commercial Area. The Class D Member shall have one (1) vote unless and until such time as Declarant executes and records a Supplemental Declaration allocating a different number of votes to the Commercial Area.

Where a Lot is held jointly or in common by more than one (1) Owner, such Owners thereof shall designate one (1) Owner among them who shall be entitled to cast such vote and no other person shall be authorized to vote in behalf of such property interest except by proxy signed by such Owners. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owners thereof to file such designation, such vote shall neither be cast nor counted for any purpose whatsoever.

7.4. **Powers and Authority of the Association.** The 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 Master 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 Master Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and
the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

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

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

7.4.3 Records. To keep books and records of the Association's affairs.

7.4.4 Assessments. To levy assessments as provided in Article IX below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article IX hereof in order to raise the total amount for which the levy in question is being made.

7.4.5 Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot or Condominium Unit 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 Association in connection with the entry upon any Lot or Condominium Unit and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or Condominium Unit entered upon, shall be a lien upon the Lot or Condominium Unit entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article IX hereof for regular and special assessments. The 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 Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant.

7.4.6 Levy of Fines. Subject to the requirements of applicable law, 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 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 reasonable 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.

7.4.7 Suspension of Rights and Privileges. To suspend 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 use Amenities Center.

7.4.8 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

7.4.9 Association Management. To retain and pay for the services of a manager to manage and operate the Association and any Common Area and Facilities, operation of which may be delegated to the Association by the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the manager.

7.5. Duties of the Association. Subject to and in accordance with this Master Declaration, the Association acting through the Board shall have and perform each of the following duties:

(a) accept, own, operate, and maintain all personal and real property conveyed to or leased by the Association ("Association Property"), and which is approved by the Board, together with all improvements thereon and all appurtenances thereto;

(b) pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association Property, to the extent that such taxes and assessments are not levied directly upon the Members; and the Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;

(c) obtain and maintain in effect any policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the functions of the Association;

(d) make, establish, promulgate, and in its discretion amend or repeal and reenact, the Bylaws and such rules not in conflict with this Master Declaration as it deems proper, covering any and all aspects of its functions, including the use and occupancy of the Association Property;

(e) keep books and records of the Association's affairs and make such books and records, together with a current copy of this Master Declaration, available for inspection by the Owners and the Mortgagees upon request during normal business hours; and

(f) carry out and enforce all duties of the Association set forth in this Master Declaration.

7.6 Indemnity. To the maximum extent permitted by Section 8.101 of the Texas Business Organizations Code (the "Code"), the Association shall indemnify any person who is or was a director or officer of the Association against any and all judgments,
penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with a proceeding because of that person’s service or status as a director or officer. Further, the Association shall pay or reimburse reasonable expenses incurred by a director or officer who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Section 8.101 of the Code; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in the Act may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in such Section. Further, the Association may indemnify, and may reimburse or advance expenses to or purchase and maintain insurance or any other arrangement on behalf of, any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with the Act and other applicable law, as the Managers may from time to time determine. The provisions of this Section shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this Section shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Association in accordance with the provisions of this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.1. Membership of Architectural Control Committee. The 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 Architectural Control Committee: Todd Janssen, Mark Baker, and Gary Newman.

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

8.3. Advisory Members. The Voting Members may from time to time designate Advisory Members.

8.4. Term. Each Voting Member of the 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.

8.5. **Appointment.** Declarant, and its successors or assigns, shall have the right to
appoint and remove all Voting Members of the Architectural Control Committee so long as there
is a Class B Membership. Declarant may assign this right to the Board at any time prior to the
termination of the Class B Membership by written instrument. Thereafter, the Board shall have
the right to appoint and remove all Voting Members of the Architectural Control Committee.

8.6. **Adoption of Rules.** The Architectural Control Committee may 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.

8.7. **Review of Proposed Construction.** Whenever in this Master Declaration the
approval of the 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 sole 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 Architectural Control
Committee, and construction thereof may not commence unless and until the Architectural
Control Committee has approved such Plans and Specifications in writing. The Architectural
Control Committee shall consider and act upon any and all Plans and Specifications submitted
for its approval pursuant to this Declaration, and perform such other duties assigned to it by this
Declaration or as from time to time shall be assigned to it by the Board, including the inspection
of construction in progress to assure its conformance with Plans and Specifications approved by
the Architectural Control Committee. The Architectural Control Committee may review Plans
and Specifications for its review and such other information as it deems proper. Until receipt by
the Architectural Control Committee of any information or documents deemed necessary by the
Architectural Control Committee, it may postpone review of any Plans and Specifications
submitted for approval. 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 Architectural
Control Committee shall have, in its sole and absolute discretion, the authority to disapprove any
proposed Improvement based upon the restrictions set forth in the preceding sentence and the
decision of the Architectural Control Committee shall be final and binding. The 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.

8.8. **Variance.** The Architectural Control Committee may grant variances from
compliance with any of the provisions of this Declaration, when, in the opinion of the
Architectural Control Committee, in its sole and absolute 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 Architectural Control Committee is hereby authorized, at its sole 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 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 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.

8.9. Actions of the Architectural Control Committee. The 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 Architectural Control Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Control Committee taken without a meeting shall constitute an act of the Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Architectural Control Committee fails to respond to a request for approval of Plans and Specifications within thirty (30) days of receipt of all required information, the Architectural Control Committee shall be deemed to have approved such Plans and Specifications.

8.10. No Waiver of Future Approvals. The approval or consent of the 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 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.

8.11. Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

8.12. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at 7811 Ranch Road 2338, Georgetown, Texas 78633, or such other address as may be designated from time to time by the ACC.

8.13. Fees and Expenses. The Architectural Control Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review or for any other matter submitted to it for action. In addition, any Owner or other person submitting such Plans and Specifications or other matter for action to the Architectural Control Committee shall reimburse the Architectural Control Committee and the Association for any and all reasonable fees and expenses incurred in reviewing and acting on such Plans and Specifications or other action item, including without limitation the fees of any architect or engineer retained by the Architectural Control Committee.
8.14. **Delegation to Board.** At any time before the Build-out Date, the Architectural Control Committee, in its sole and absolute discretion, may refer to the Board for review, approval, or other action or decision any matter presented to the Architectural Control Committee by any Owner. In such event, the Board will make any decision, grant or withhold any approval, or take such other action as may be requested and/or required in accordance with the Master Declaration, this Declaration, and any rules adopted pursuant to Section 8.6 above. In the event of any such referral to the Board, the Board shall have all rights of the Architectural Control Committee granted in Sections 8.8, 8.9, 8.10, and 8.11 above. Any such decision, approval, rejection, or other action taken by the Board pursuant to this Section 8.14 shall be binding on the Owner as if made or taken by the Architectural Control Committee.

8.15. **No Warranty of Enforceability.** While Declarant have no reason to believe that any of the covenants, terms or provisions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenant, term or provision. Any Owner acquiring a Lot in reliance on one or more of such covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring such Lot agrees to hold Declarant harmless therefrom.

**ARTICLE IX**

**FUNDS AND ASSESSMENTS**

9.1. **Assessments.**

9.1.1 The Association may from time to time levy Assessments against each Lot, including the Multi Family Residential Area and the Commercial Area. The level of Assessments shall be equal and uniform among all Residential Lots and Condominium Units. Assessments shall be levied against improved and unimproved Lots. No Assessments or fees required by this Master Declaration shall be levied, charged, assessed against any Lot or land owned by Declarant. Assessments may only be levied against the Multi Family Residential Area in the event that a Supplemental Declaration or other agreement between Declarant, the Association and the Owner of the Multi Family Residential Area, allows residents of units within the Multi Family Residential Area to use the Common Area and Facilities of the Association. In that event, the level of Assessments for the Multi Family Residential Area shall be established in such Supplemental Declaration or other agreement between Declarant, the Association and the Owner of the Multi Family Residential Area. Assessments may only be levied against the Commercial Area in the event that a Supplemental Declaration is recorded against the Commercial Area, in which event, the level of Assessments for the Commercial Area shall be established in such Supplemental Declaration.

9.1.2 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.
9.1.3 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 or other portion of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot or other portion of the Property and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

9.2. Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of a replacement reserve fund by the Board or other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

9.3. Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, which shall be limited to the costs incurred pursuant to the powers granted in Section 7.4, the duties set forth in Section 7.4 and the costs of enforcing this 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 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 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 Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments on or before the first day of January, April, July and October, or in such other manner as the Board may designate in its sole and absolute discretion. The manner in which the Board calculates the Assessment against the Multi Family Residential Area and the Commercial Area may differ and be independent from the method of calculating the Assessments against the Lots and Condominium Units in the Single Family Residential Area. The Board shall have absolute discretion in its calculation of the Assessment against the Multi Family Residential Area and the Commercial Area, subject only to specific limitations set forth in this Master Declaration in accordance with any Supplemental Declaration or other agreement between Declarant, the Association and the Owner of the Multi Family Residential Area described in Section 9.1.1 above.

9.4. Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under this Declaration, upon the approval of at least one-third of the Members at a meeting called for that purpose, by adequate notice, with at least ten percent (10%) of the Members or their proxies present at said meeting. If ten percent (10%) 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 five percent (5%) of the Members or their proxies.
9.4.1 **Origination Fee.** Declarant, for each Lot and Condominium Unit owned by it within the Property, hereby covenants, and each prospective Owner shall be deemed to covenant and agree to pay to the Association an origination fee of $500.00 per Residential Lot and Condominium Unit (the "**Origination Fee**") for each newly constructed House thereon. The Origination Fee shall be due and payable and collected on the date of the transfer of the Residential Lot and Condominium Unit with the newly constructed structure to the new occupant. The Origination Fee shall be used by the Association to cover shortfalls in the Association’s budget, fund the maintenance of the Common Area or perform any of the Association’s functions set forth in this Master Declaration as it may be amended.

9.4.2 **Transfer Fee.** Declarant, for each Lot and Condominium Unit owned by it within the Property, hereby covenants, and each prospective Owner who is not a home builder, shall be deemed to covenant and agree to pay to the Association a transfer fee of $500.00 per Residential Lot and Condominium Unit (the "**Transfer Fee**") upon the transfer and conveyance of each Residential Lot and Condominium Unit. This Transfer Fee is not imposed upon the sale by the first home builder to of a residence on a Residential Lot or Condominium Unit to its initial homeowner/occupant. The Transfer Fee shall be due and payable and collected upon the subsequent transfer of the Residential Lot or Condominium Unit. The Transfer Fee shall be used by the Association to cover shortfalls in the Association’s budget, fund the maintenance of the Common Area, increase any replacement reserve established by the Board or perform any of the Association’s functions set forth in this Master Declaration as it may be amended.

9.5. **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, Condominium Unit or other property 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 shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the Assessment, from the due date thereof, together with all costs and expenses of collection, including reasonable attorney’s fees.

9.6. **Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 9.5 hereof and the cost of collection, including attorneys fees as herein provided, thereupon become a continuing lien and charge on the Lot, Condominium Unit or other property covered by such Assessment, which shall bind such Lot, Condominium Unit or other property 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 said property, 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 property in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and a duly authorized officer of the Association must sign such subordination. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of
Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the 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 property by the 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 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 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 Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

9.6.1 Each Owner, by acceptance of a deed to his Lot, Condominium Unit or other property, hereby expressly recognizes the existence of such lien as being prior to his ownership of such property and hereby vests in the 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 property, expressly GRANTS, BARGAINS, SELLS, AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's property, 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 Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Williamson County, Texas. In the event of the election by the Board to foreclose 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 hereinafore provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such property, 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 or cash equivalent at public venue after the trustee and the 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 general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such property 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 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 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 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.

9.6.2 At any foreclosure, judicial or non-judicial, the 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 Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such property shall be required to pay a reasonable rent for the use of such property 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 property by forcible detainer without further notice.

9.6.3 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 Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this 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.

ARTICLE X
EASEMENTS

10.1. 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 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 Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for
public utility purposes (including without limitation, gas, water, electricity, telephone and drainage) in favor of any Person along any front, or rear boundary line of any Lot, which said easements shall have a maximum width of ten (10) feet (provided, however, that easements along side yard lot lines shall straddle such lot lines with five (5) feet on each of the adjoining Owner's Lots).

10.2. Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, wastewater, gas, telephones, and electricity lines and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated (i) on any Common Areas and Facilities until approved by the Architectural Control Committee, or (ii) on any portion of the Property subject to this Master Declaration until approved by the Architectural Control Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on any Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

10.3. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon, require. Each Owner further covenants not to disturb or displace any trees other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee.

10.4. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, Declarant, or any supplier of any utility service using any easement area shall not be liable to any Owner or to the 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.

10.5 Storm Water Drainage. Subject to the conditions and limitations of the any applicable regional detention plan, or any applicable water pollution abatement plan of record, and the provisions hereinafter set forth, Declarant hereby declares and grants for the benefit of each Lot, a non-exclusive easement appurtenant to each Lot, (i) over, across and upon the surface of the Common Areas (as herein defined) and any existing drainage ditches, culverts and swales which presently run through the Common Areas for the sole and exclusive purpose of permitting the natural flow and drainage of storm water accumulating and originating on each Lot, subject to the conditions set forth in clauses (i), (ii) and (iii) below, as and to the extent applicable, and subject to the effect of any improvements presently located or hereinafter constructed on the
Common Areas, and (ii) over, across, upon and under the portion of the Common Areas located above the subsurface storm sewer and drainage lines and surface drainage channels (collectively, the “Storm Sewer System”) for the sole and exclusive purpose of running and transferring water accumulating and originating on each Lot to the Storm Sewer System, together with the right of access to the portion of the Common Areas located above the Storm Sewer System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, removing, enlarging and renewing the non-public portion of the Storm Sewer System, if any, subject to the conditions that:

(i) The owner of each Lot shall not permit the flow of toxic or hazardous substances or any other substance from such Lot into the Storm Sewer System which is not permitted to be discharged into the public storm sewer serving the Project by any applicable law, statute or regulation or otherwise;

(ii) The owner of each Lot shall not permit any other party or property to discharge water onto the Project and no right to transfer or run water is granted hereunder other than to the owner(s) of each such Lot for water accumulating and originating on such Lot; and

(iii) No such running or transferring of water shall result in water discharged at a rate or in a volume in excess of that permitted by the design standards for the Storm Sewer System.

ARTICLE XI
MISCELLANEOUS

11.1. Term. Unless amended or extinguished as provided in Section 11.2 below, this Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2061, unless amended as herein provided. After December 31, 2061, this 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 provided in Section 11.2. below.

11.2. Amendment.

11.2.1. This 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 Association, setting forth the amendment or extinguishment and certifying that such amendment or extinguishment has been approved by Owners entitled to cast at least fifty percent (50%) of the number of votes entitled to be cast pursuant to Section 7.3 hereof for the first twenty years from the date hereof, and by sixty percent (60%) of said Owners thereafter. Notwithstanding the foregoing, or any provision in this Master Declaration to the contrary, no amendment effectuated as provided above will be effective without the written consent of Declarant, its successors or
assigns, unless and until Declarant no longer owns or has the option to acquire any portion of the Property.

11.2.2 In addition to the amendment provisions set forth in Section 11.2.1 above, and notwithstanding any provision in this Master Declaration to the contrary, for so long as Declarant owns or has the option to acquire any portion of the Property, this Master Declaration may be amended or terminated by the recording in the Official Public Records of Williamson County, Texas, of an instrument executed and acknowledged by Declarant acting alone. Specifically, and not by way of limitation, Declarant may unilaterally amend this Covenant and any Development Area Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots and/or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

11.2.3 Notwithstanding the foregoing, the restrictions within this Master Declaration may not be waived by the Architectural Control Committee or amended by the Owners without the prior written consent of Declarant, and its successors or assigns.

11.3. 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 Association.

11.4. 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.

11.5. Exemption of Declarant. Notwithstanding any provision in this Master Declaration to the contrary, the activities of Declarant with respect to the development of the Property shall not in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct any and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.
11.6. Nonliability of Architectural Control Committee and Board Members. Neither the Architectural Control Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association 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 Architectural Control Committee's or the Board's respective duties under this Master Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee or its member or the Board or its members, as the case may be.

11.7. Assignment by Declarant. Notwithstanding any provision in this Master Declaration to the contrary, Declarant may assign, in whole or in part, any of its 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.

11.8. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, Declarant, and the 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. 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 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.

11.9. Construction. The provisions 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.

11.10 Mediation and Arbitration. Any dispute, controversy, or claim that arises from, relates to, or is connected with this Master Declaration shall be subject to mandatory non-binding mediation. If mediation is unsuccessful then any dispute shall be subject to binding arbitration. Arbitration proceedings (i.e., the written request or complaint for arbitration with the American Arbitration Association) must be commenced within sixty (60) days of the completion of mediation. However, if the arbitration hearing has not commenced within sixty days of the written request or complaint for arbitration then neither party waives its right or election to arbitrate so long as diligent attempts to proceed to an arbitration hearing are made by the parties.

11.11 Exhibits. The exhibits to this Master Declaration are:

Exhibit "A" The Property
Exhibit "B" Grow Green Requirements
Executed this 5th day of May, 2011.

DECLARANT:

NORTHWOODS AVERY RANCH, LLC,
a Texas limited liability company

By:

Printed Name: Glenn A. Averson
Title: Manager

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 5th day of May, 2011, by Glenn A. Averson, Manager of Northwoods Avery Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.

Erin L. Mayes
Notary Public - State of Texas

ERIN R. MAYES
Notary Public, State of Texas
Commission Expires 08-12-2014
EXHIBIT A

The Property

181.954 ACRES
avery station

DESCRIPTION

OF A 181.954 ACRE TRACT OF LAND OUT OF THE RACHEL SAUL SURVEY,
ABSTRACT NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL
OF THAT CERTAIN 177.63 ACRE TRACT CONVEYED TO NORTHWOODS AVERY
RANCH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009049201 OF THE
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION
OF THAT CERTAIN REMAINDER OF TRACT 1 - 104.79 ACRES OF LAND
CONVEYED TO FLEUR LAND, LTD., BY DEED OF RECORD IN DOCUMENT NO.
9815649 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID
181.954 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS
AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found in the northerly
right-of-way line of Lakeline Boulevard (R.O.W. varies), being in
the westerly line of that certain tract of land conveyed to Capital
Metropolitan Transportation Authority (100' Railroad R.O.W.), by
Deed of record in Document No. 2000020773 of said Official Public
Records, for the southeasterly corner of said 177.63 acre tract and
hereof;

THENCE, along said northerly right-of-way line of Lakeline
Boulevard, for the southerly line of said 177.63 acre tract and
hereof, the following seven (7) courses and distances:

1) S71°07'49"W, a distance of 620.38 feet to a 1/2 inch iron rod
found at the beginning of a non-tangent curve to the right;

2) Along said curve, having a radius of 25.00 feet, a central
angle of 87°38'53"W, an arc length of 38.24 feet, and a chord
of which bears N64°54'00"W, a distance of 34.62 feet to a 1/2
inch iron rod found at the end of said curve;

3) N21°15'30"W, a distance of 28.27 feet to a 1/2 inch iron rod
found for an angle point;

4) S68°59'00"W, a distance of 105.00 feet to a 1/2 inch iron rod
found for an angle point;

5) S20°57'18"E, a distance of 29.94 feet to a 1/2 inch iron rod
found at the beginning of a non-tangent curve to the right;

6) Along said curve, having a radius of 25.07 feet, a central
angle of 91°43'59"W, an arc length of 40.15 feet, and a chord
of which bears S24°54'41"W, a distance of 35.99 feet to a 1/2
inch iron rod found at the end of said curve;
7)  S71°07'27"W, a distance of 662.76 feet to a 1/2 inch iron rod found at the southwesterly corner of said 177.63 acre tract, being the southeasterly corner of said Remainder of Tract 1 - 104.79 acres, for the southwesterly corner hereof;

THENCE, leaving said northerly right-of-way line of Lakeline Boulevard, in part along the westerly line of said 177.63 acre tract and in part over and across said Remainder of Tract 1 - 104.79 acres, with the westerly lines hereof, the following nine (9) courses and distances:

1)  N18°33'57"W, a distance of 266.61 feet to a 1/2 inch iron rod with cap set for an angle point;

2)  N18°57'45"W, a distance of 947.69 feet to a 1/2 inch iron rod with cap set for an angle point;

3)  S72°06'17"W, a distance of 151.64 feet to a 1/2 inch iron rod with cap set for an angle point;

4)  S31°14'40"W, a distance of 124.24 feet to a 1/2 inch iron rod with cap set for an angle point;

5)  S60°34'23"W, a distance of 113.65 feet to a 1/2 inch iron rod with cap set for an angle point;

6)  S62°44'03"W, a distance of 133.31 feet to a 1/2 inch iron rod with cap set for an angle point;

7)  S64°37'57"W, a distance of 79.68 feet to a 1/2 inch iron rod with cap set for an angle point;

8)  S64°05'24"W, a distance of 172.78 feet to a 1/2 inch iron rod with cap set for an angle point;

9)  S69°14'22"W, a distance of 43.54 feet to a 1/2 inch iron rod with cap set in the easterly line of that certain tract of land conveyed to the State of Texas, by Deed of record in Volume 1723, Page 855 of said Official Records, being the westerly line of said Remainder of Tract 1 - 104.79 acres, for an angle point hereof, from which a 1/2 inch iron rod found in the northerly right-of-way line of Lakeline Boulevard (R.O.W. width varies), being the southeasterly corner of Lot 1, Block "B", Parkline Section II, a subdivision of record in Cabinet "K", Slides 11-14 of the Plat Records of Williamson County, Texas, also being the southeasterly corner of said Remainder of Tract 1 - 104.79 acres bears S20°45'38"E, a distance of 983.84 feet;
FN NO. 10-251 (KWA)
DECEMBER 21, 2010
PAGE 3 OF 4

THENCE, N20°45'38"W, along the easterly line of said State of Texas tract, for the westerly line of said Remainder of Tract 1 - 104.79 acres, said 177.63 acre tract and hereof, a distance of 2204.87 feet to a 1/2 inch iron rod found in the southerly line of that certain Remainder of Tract 2 - 92.657 acres of land conveyed to Continental Homes of Texas, L.P., by Deed of record in Document No. 2004043865 of said Official Public Records, for the northwesterly corner of said 177.63 acre tract and hereof;

THENCE, N69°01'07"E, along the southerly line of said 92.657 acre tract, the southerly line of Avery Ranch Far West, Phase Two, Section Four, a subdivision of record in Cabinet DD, Slides 265-267 of the Plat Records of Williamson County, Texas, the southerly line of Avery Ranch Far West, Phase Two, Section Three, a subdivision of record in Cabinet DD, Slides 87-90 of said Plat Records, and the southerly terminus of Staked Plains Drive (90' R.O.W.), a distance of 2790.81 feet to a 1/2 inch iron rod at the northwesterly corner of that certain tract of land conveyed to LCRA Transmissions Services Corporation, by Deed of record in Document No. 2003022895 of said official Public Records, for the northeasterly corner of said 177.63 acre tract and hereof;

THENCE, leaving the southerly line of Avery Ranch Far West, Phase Two, Section Three, along the westerly and southerly lines of said LCRA Transmissions Services Corporation tract, for a portion of the easterly line of said 177.63 acre tract and hereof, the following three (3) courses and distances:

1) S20°59'16"E, a distance of 115.13 feet to a 1/2 inch iron rod found for an angle point;

2) S57°10'21"E, a distance of 575.73 feet to a 1/2 inch iron rod found for an angle point;

3) S88°56'19"E, a distance of 129.95 feet to a 1/2 inch iron rod found in the westerly line of said Capital Metropolitan Transportation Authority (100' Railroad R.O.W.) tract, being the beginning of a non-tangent curve to the right, for an angle point hereof;

THENCE, leaving said LCRA Transmissions Services Corporation tract, along said Capital Metropolitan Transportation Authority (100' Railroad R.O.W.) tract, for a portion of the easterly line of said 177.63 acre tract and hereof, the following three (3) courses and distances:

1) Along said curve, having a radius of 4575.32 feet, a central angle of 05°33'25", an arc length of 443.75 feet, and a chord of which bears S03°50'25"W, a distance of 443.58 feet to a 1/2 inch iron rod found at the end of said curve;
2) S04°33'22"W, a distance of 1523.99 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the left;

3) Along said curve, having a radius of 2020.25 feet, a central angle of 24°49'56", an arc length of 875.58 feet and a chord of which bears S 05°35'04" E a distance of 868.74 feet to the POINT OF BEGINNING, containing an area of 181.954 acres (7,925.936 square feet of land, more or less, within these metes and bounds.

BEARING BASIS: IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD 83(93) CENTRAL ZONE, UTILIZING THE LCRA GPS SURVEY CONTROL NETWORK.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

ABRAM C. DASHNER
R.P.L.S. No. 5901
STATE OF TEXAS

12-21-10
### LINE TABLE

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**SKETCH TO ACCOMPANY DESCRIPTION**

Of a conveyance of land out of the Rachel Mall Survey, Abstract No. 521, located in Williamson County, Texas, being all of that certain 77.84 acres of land conveyed to Northwoods Avery Ranch, LLC, by Deed of Record in Document No. NN910245 recorded in the Official Public Records of Williamson County, Texas, and a portion of that certain remainder of land conveyed to floor land Ltd., by Deed of Record in Document No. NN15448 of the Official Records of Williamson County, Texas.

**NORTHWOODS AVERY RANCH, LLC**

**DATE:** 12/31/10  **FILE:** H:\713\551\1710586\1206  **FN No:** 10-28  **DRAWN BY:** KWA  **PROJ. No:** 1713-05.01

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Northwoods at Avery Ranch
Master Declaration of CCRs
After Recording Return to:

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