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MEADOWS AT TRINITY CROSSING

FILM CODE

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

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THAT WHEREAS, GLOBAL SOUTHWEST DEVELOPMENT, INC., hereinafter called DECLARANT, are the owners of certain real property located in Travis County, Texas, being the same property for which a subdivision plat has been filed and approved by the City of Austin, and which subdivision is known therein as The Meadows at Trinity Crossing Phase 2-B, and which property has been filed for record in the plat records of Travis County, Texas in Volume 95 Page 200 all of which said property is sometimes collectively referred to herein as the "Property"; and

WHEREAS, the DECLARANT desires to convey the Property subject to certain protective covenants, and conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, the DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, DECLARANT hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property;

NOW THEREFORE, it is hereby declared that all of the 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, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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ARTICLE I
DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee: shall mean the committee created pursuant to these restrictions to review and approve plans for the constructions of improvements upon the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee.
- 1.03 Articles. "Articles" shall mean the Articles of Incorporation of the Meadows at Trinity Crossing Property Owners Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.
- 1.04 Assessment. "Assessment" shall mean all charges of any type whatsoever which may be made against a Lot in favor of the Association, and includes Assessments, Special Assessments, Non-uniform Assessments, and Special Charges, as those terms are used or defined in the Restrictions.
- 1.05 Association. "Association" shall mean and refer to the Meadows at Trinity Crossing Property Owners Association, Inc.
- 1.06 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association, including all real property in the subdivision which is not a lot, including, but not limited to, private drives and other common area.
- 1.07 Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a Deed of Trust.
- 1.08 Board. "Board" shall mean the Board of Directors of the Association.
- 1.09 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.
- 1.10 Declarant. "Declarant" shall mean Global Southwest Development, Inc., its duly authorized representatives or its respective successors or assigns; provided that any assignment of the rights of Global Southwest Development, Inc. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.11 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.12 Lot. "Lot" shall refer to each portion of the Property shown on the recorded subdivision plat as a discreet parcel or tract on which there may only be built a single family dwelling. The term "Lot" shall not include the common area, the recreation and open space, or any other reserves shown on the plat.

1.13 Common Area. "Common area" shall refer to any private drive or other discreet parcel or tract on which no single family dwelling may be built or placed and which tract or parcel is owned or leased by the Association.

1.14 Maintenance Fund. "Maintenance Fund" shall mean the fund created for the receipts and disbursement of the Association.

1.15 Manager. "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated duties, powers or functions of the Association.

1.16 Member. "Member" shall mean any person who is a member of the Association.

1.17 Mortgage. "Mortgage" shall mean any mortgage or Deed of Trust lien, or other lien covering any portion of the Property given to secure the payment of debt, or to secure an obligation.

1.18 Owner. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall also refer to those persons or entities purchasing a Lot under an executory contract of sale or contract for deed. Persons or entities purchasing under an executory contract of sale or contract for deed shall exercise the rights of an Owner to the exclusion of the record owner of the Lot, unless otherwise agreed to in writing between the parties to the contract of sale or contract for deed.

1.19 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall 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.

1.21 Record, Recorded, and Recordation. "Record, Recorded, and Recordation" shall mean, with respect to this document, the recordation of such document in the Office of the County Clerk of Travis County.

1.22 Subdivision. "Subdivision" shall mean Meadows at Trinity Crossing, as shown on the plat(s) thereof recorded in the Real Property Records of Travis County, Texas, as modified from time to time.

1.23 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

1.24 The Restrictions. "The Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Committee Rules and the Articles, Bylaws, and Rules of the Association from time to time in effect.

1.25 The Meadows at Trinity Crossing Rules. "The Meadows at Trinity Crossing Rules" shall mean the rules adopted by the Board pursuant to Section 5.04 C hereof, as they may be amended from time to time.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, Declarant, may record one or more Supplemental Declarations and designate the use, and restrictions as Declarant may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

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:

3.01 Antennas. No exterior radio, television antenna, satellite dishes or aerial shall be erected or maintained without prior written approval of the Architectural Committee.

3.02 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 or the Association Property without the prior written approval of the Board.

3.03 Subdividing. No Lot shall be further divided or subdivided or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee, provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee. Provided however, nothing herein shall be construed to prevent conveyance of an undivided interest in a Lot or Lots, or to prevent conveyance of an interest to a trustee named in a mortgage document.

3.04 Signs. No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for signs which are a part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type, that are in compliance with applicable ordinance(s) of the City of Austin, advertising a portion of the Property for sale or lease and it may set standards for same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to tender 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 any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 Noise. No exterior speakers, 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. No noise or other nuisances 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.

3.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property without the prior written approval of the Architectural Committee.

3.08 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by Owner thereof. The opinion of the Architectural Committee as to condition and repair shall be final.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.11 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 in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in Recreation and Open Spaces designated for such use by Declarant or by the Association as to Association property.

3.12 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 Committee; provided, however, that temporary structures necessary for the storage of tools and equipment, and for office space for architects, builders, and foreman during actual construction of improvements may be maintained with the written approval of Declarant, such approval to include the nature, size, duration and location of such structure.

3.13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploration for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rock stones, sand, gravel, aggregate, or earth.

3.14 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, 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 car ports or other structures. Each single family residential structure constructed within the Property shall have car port space sufficient to house at least one (1) vehicle. Lot Owners shall not keep more than one (1) automobiles in such manner as to be visible from any other portion of the Property for a period in excess of seventy-two (72) hours. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.15 Mobile Homes, Travel Trailers, Horse or Cattle Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers, horse or cattle trailers, or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours.

3.16 Fences. No fence shall be built forward of the front wall line of any house erected on any Lot. All fencing must be six (6) feet in height and constructed of cedar or pine. Chain link and wire fences are prohibited. Any exception must be approved by the Architectural Committee.

3.17 Animals - Household Pets. No animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined on a leash. No animal may be stabled, maintained, cared for, kept or boarded for hire or remuneration on the Property and no kennel or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects, odor and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be reasonably designed and constructed to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.18 Landscaping. No fence, wall, hedge, shrub, or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb lines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level. Anything herein to the contrary notwithstanding, the Architectural Committee may allow a ten (10) foot setback from a side street if the Committee, in its sole discretion, so elects. No tree having a trunk with a diameter of six inches (6") or larger shall be removed from any Lot without the consent of the Committee.

3.19 Maintenance of Lawns and Improvements.

- A. In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Association, acting through the Committee, its agents, and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of Owner.
- B. All non-native plants, scrubs, trees, grass and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, all at the Owner's expense.
- C. The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3.20 Dwelling Size. Unless such requirement is expressly waived in writing by the Committee, any single family dwelling constructed on a Lot must have a floor area of not less than 900 feet exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages. This requirement will only be waived by the Committee in unusual circumstances where the property or other characteristics of a Lot do not reasonably enable compliance with this requirement.

3.21 Masonry Requirements. All residences shall have at least twenty-five percent (25%) of their exterior walls of the first floor and the front wall of the 2nd floor of a two story of stone or masonry construction. In computing these percentages (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as masonry used.

3.22 Roofing Materials. All roofing materials shall meet or exceed 20 year warranty composition shingles.

3.23 Unfinished Structures. No structure shall remain unfinished for more than six (6) months after same has been commenced.

3.24 Setback Requirements. No building shall be located on any of the Lots nearer to the front lot line or nearer to the side than the minimum setback lines shown on the recorded plat of the Subdivision. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring properties and Lots.

3.25 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any lots within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of

signs or similar activities; provided however, that such construction is to be pursued to completion with reasonable diligence and conform to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions may be granted by the Architectural Committee; provided however, such waiver shall be only for the reasonable period of such construction.

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

3.27 Fuel Tanks. No butane or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee.

3.28 Prohibited Activities. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots, provided, however, that model homes and/or sales offices may be constructed and maintained by the Declarant, its successors and assigns, in connection with the development of and the construction and sale of houses and Lots in the Subdivision. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an owner's business, may be maintained within such owner's residence, so long as activities conducted in connection with such home office do not become an annoyance or nuisance to the neighborhood, as determined in the sole and absolute discretion of the Committee.

3.29 Car Ports and Driveways. All car ports shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All car ports shall be suitable for not less than one automobile. All car ports shall consist of open air structures. The location of all driveway cuts shall be subject to the City of Austin Building Codes. All driveways shall be constructed of concrete. All driveways shall be a minimum width of eight (8) feet.

ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for single family residential use or for Common Area. Common Area may, subject to the approval of Declarant, be improved and used for landscaping, active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property.

4.02 Common Area. With the exception of park land dedications which may be improved, used or occupied at the discretion of the City of Austin, no land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Improvements to, and use and occupancy of,

Common Area, as referenced in this Section 4.02 shall comply with all pertinent Austin City ordinances and regulations, to the extent those ordinances are binding and applicable, if any. Declarant may, by written instrument, delegate its right to grant such approval to persons currently paying assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

4.03 Recreational Improvements. Any proposed construction of recreation Improvements within a Common Area, excluding park land dedications which may be improved at the discretion of the City of Austin, shall be subjected to approval by the Architectural Committee.

ARTICLE V

THE MEADOWS AT TRINITY CROSSING HOMEOWNERS ASSOCIATION, INC.

5.01 Organization. The 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 Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of this Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be served from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to vote pursuant to (A) below are hereinafter sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (B) below, is hereinafter sometimes referred to as the "Class B Member."

(A) The Owner of each Lot within the Property shall have one vote for each Lot so owned. The votes cast pursuant to this subsection (A) are referred to as Class A Votes.

(B) In addition to the votes to which are entitled by reason of subparagraph (A) of this section, for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional two (2) votes for each Lot owned until the earlier of December 31, 2020 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas Nonprofit corporation, subject only to such limitations upon exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to the exercise of any of the powers

granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, or the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (A) The Meadows at Trinity Crossing Rules and Bylaws. To make, establish and promulgate, and in its sole discretion to amend or re-enact, such Meadows at Trinity Crossing Rules and Bylaws not in conflict with the Declaration, as it deems proper covering any and all aspects of its functions.
- (B) 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.
- (C) Records. To keep books and records of the Associations affairs.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing The Meadows at Trinity Crossing Restrictions or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the Meadows at Trinity Crossing Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII 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 of 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 the Meadows at Trinity Crossing Restrictions, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Meadows at Trinity Crossing Restrictions.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (G) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;

- (2) Roads, street lights, walks, driveways, trails, and paths.
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes.
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines, and/or
 - (5) Any similar public, quasi-public or private improvements or facilities.
- (H) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (I) Property Services. To pay for water, garbage removal, landscaping, gardening and all other utilities, services and maintenance of the property of the Association and to maintain and repair easements, roadways, right-of-ways, parks, sidewalks, paths, trails and other areas of the Property, as appropriate, and to own and operate any and all types of facilities for both active and passive recreation.
- (J) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.
- (K) Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as in this Declaration required.
- (L) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any other person.
- (M) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.05 Maintenance. The Association shall (i) maintain, repair and replace as necessary all landscaping, irrigation systems, streets and roadways, entrance signs and other Improvements within any right-of-way which is within or adjacent to the Property which have not been accepted by any government entity for maintenance, and (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant.

5.06 Street Lighting. The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain any street lights which have not been accepted by any governmental entity for operation and maintenance and which are located within any right-of-way within or adjacent to the Property.

5.07 Common Area.

(A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (1) To accept, own, operate and maintain all Common Area which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.
- (2) To pay all real and personal taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association to the extent such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against

such liability hereunder or otherwise.

ARTICLE VI
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not less than one (1) and not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns deems appropriate. The initial voting members of the Architectural Committee shall be E.C. Smith, Aaron Waldrop, and Carol Davis.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to respond in writing to a request for approval specifying its objections within ten (10) business days, such approval shall be deemed to have been given.

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

6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this 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. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, as its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural 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 clearing of any Lot or the commencement of any construction of any improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural 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 Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans

and Specifications submitted for approval. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural 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.

6.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural 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, topographic or other hardship or similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the lots for any purpose except as to the particular property in the particular instances 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.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one (1) or two (2) of its members or an agent on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the voting members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

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

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

6.11 Non-liability of Architectural Committee Members. Neither the Architectural Committee 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 Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members or of the Board or its members, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee at 5201 Trinity Crossing, Austin, Texas 78724, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessment remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII
EASEMENTS

- 8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration for all purposes as it 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 said easements and rights-of-way 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 or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 10.0 feet on each side of such Lot line.
- 8.02 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, gas, telephones, electricity 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 lines 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 on the Property until approved by Declarant or the Architectural Committee. The owner of the property must also consent in writing if such easement extends more than seven and one half (7.5) feet into the Lot. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the plat and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.
- 8.03 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 Committee thereon require. Each Owner further covenants not to disturb or displace any trees or 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 Committee.

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 monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

- 7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Meadows at Trinity Crossing Restrictions. The amount of any Special Assessments shall be at the reasonable discretion of the Board.
- 7.05 Owner's Personal Obligation for Payment of Assessments. The regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.
- 7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the Hands of the Owner, and such Owner's heirs, devisee, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against said Lot, except for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot 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 such subordination may be signed by an officer of the Association. 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 Lot covered by such lien and 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 Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessments 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 nonjudicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the

6.13 Fees. There shall be no fee required for plan submission and approval.

6.14 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of a Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made, and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) Assessments established by the Board Pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall not exceed one hundred dollars (\$100.00) in any thirty (30) day period, and shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03 and/or 7.04 hereof by the total number of Lots within the Property at the time the Assessment is levied, as determined by reference to each plat of a portion of the Property which is of record at the time Assessment is levied.

(B) Each unpaid Assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, is the personal obligation of the Owner of the Property against which the Assessment is due, and is secured by a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessment in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to 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.

7.03 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 the Meadows at Trinity Crossing Restrictions, but not limited to, the cost of all maintenance, the cost of maintaining Common Areas, streets and roadways, the cost of enforcing the Meadows at Trinity Crossing Restrictions and a reasonable provision for contingencies and appropriate replacement reserve less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such

- 9.04 Surface Area. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall 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.
- 9.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass to such Owner's Lot, subject to the following provisions:
- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against which Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
 - (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
 - (C) The right of the Association to borrow money for the purpose of improving the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
 - (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
 - (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX
MISCELLANEOUS

- 9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, 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 by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.
- 9.02 Amendment.
- A. By Declarant. This Declaration may be amended by the Declarant acting alone until such time as Declarant has sold ninety-five percent (95%) of the Lots; thereafter Declarant shall be entitled to amend this Declaration only with the written approval of a majority of the Class A Votes, described in Section 5.03 (A) above. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Travis County,

Texas, an instrument executed and acknowledge by Declarant and setting forth the amendment. An amendment made by Declarant pursuant to this Section 9.02 (A) shall not adversely affect the value of the lots and shall maintain the quality of the Subdivision. No amendment may place additional restrictions on a Lot already sold or remove variances previously granted without the express written consent of the Owner of the affected Lot.

- B. By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by recording in the Travis County Real Property Records an instrument executed and acknowledge by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

Amendments to this Declaration shall not be construed as affecting or amending any City ordinances which affect the Property.

- 9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal Holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.
- 9.04 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 9.05 Assignment by Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.
- 9.06 Enforcement and Nonwaiver.
- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Meadows at Trinity Crossing Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Meadows at Trinity Crossing Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.
- (C) Liens. 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 Declaration.

9.07 Construction.

- (A) Restrictions Severable. The provisions of the Meadows at Trinity Crossing Restrictions shall be deemed independent and severable, and the validity or partial validity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. 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 or neuter.
- (C) Captions. All captions and titles used in this 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the

12 day of Sept 1995.

DECLARANT:

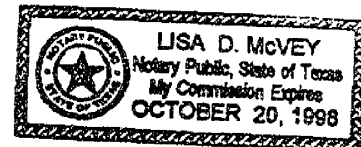
By: Larry Johnson
pres.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12th DAY OF Sept 1995, BY Larry Johnson OF Global Southwest Dev.
ON BEHALF OF SAID Corporation

Lisa D. McVey
NOTARY PUBLIC - STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____



FILED

95 SEP 21 PM 3:00

DAVID L. DUNN
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return: Attn. Meade Bauer

Clark, Thomas, & Winters

P.O. Box 1148

Austin, TX. 78767

RECEIVED
SEP 21 1995
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

SEP 21 1995



David L. Dunn
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12527 0700

ALL INSTRUMENTS FILED HEREIN ARE SUBJECT TO THE
RECORDING ACT OF 1955, AND TO THE EXTENT OF THE
RECORDING ACT OF 1955.

MEADOWS AT TRINITY CROSSING**AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

THAT, WHEREAS, MEADOWS AT TRINITY CROSSING, LTD., a Texas limited partnership (the "Declarant"), is the owner of certain real property located in Travis County, Texas, a portion of which being the same property for which subdivision plats have been filed and approved by the City of Austin, and which subdivisions are known as The Meadows at Trinity Crossing Phase 2-B-1, and filed for record in the Plat Records of Travis County, Texas in Volume 96, Page 89, and the Meadows at Trinity Crossing Phase One-B and filed for record in Volume 97, Page 96 in the Plat Records of Travis County, Texas, all of which said property is sometimes collectively referred to herein as the "Property";

WHEREAS, the Property is encumbered by the terms of a Declaration of Covenants, Conditions, and Restrictions recorded in Volume 12527, Page 688 of the Real Property Records of Travis County, Texas (the "Original Declaration");

WHEREAS Declarant is entitled to cast more than eighty percent (80.0%) of the number of votes to be cast pursuant to Section 5.03 of the Original Declaration and less than ninety-five percent (95.0%) of the lots within the Property have been sold; and

WHEREAS, Declarant, pursuant to Section 9.02 of the Original Declaration, desires to amend the terms of the Original Declaration as provided in this instrument;

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

1. Section 3.15 of the Original Declaration is amended to read as follows:

3.15 Travel Trailers, Horse or Cattle Trailers and Recreational Vehicles. No travel trailers, horse or cattle trailers or recreational vehicles shall be parked on or near any lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) consecutive hours. Nothing herein shall construe to prohibit manufactured housing, prefabricated housing, or mobile homes which are permanently attached to any Lot from being located on the Property.

2. Section 3.21 is deleted in its entirety.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12821 1610

Except as otherwise provided in this Amendment, the terms of the Original Declaration remain in full force and effect.

EXECUTED this the 20th day of November, 1996.

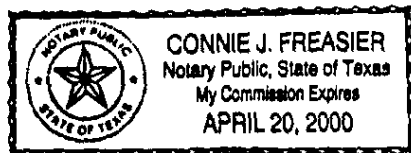
MEADOWS AT TRINITY CROSSING, LTD.,
a Texas limited partnership

By: 969 Development, Inc.,
a Texas corporation, general partner

By: Gary Johnson
Gary Johnson, President
"Declarant"

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of November, 1996, by Gary Johnson, President of 969 Development, Inc., a Texas corporation, on behalf of said corporation, as general partner on behalf of Meadows at Trinity Crossing, Ltd., a Texas limited partnership.



Connie J. Freasier
Notary Public in and for
The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

LAW OFFICES OF MINTER,
JOSEPH & THORNHILL, P.C.
Attn: W. Routt Thornhill
811 Barton Springs Road
Suite 800
Austin, Texas 78704

WRT:ksj #1287
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- 2 -

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12821 1611

FILED

96 NOV 25 PM 4: 32

DALE L. CAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED in the Volume and Page of the
named RECORDS of Travis County, Texas, on

NOV 25 1996



Dale L. Cauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12821 1612

NOTICE: This instrument was filed for recording on 11/25/96 at 4:32 PM. The recording fee was \$15.00. The instrument was recorded on 11/25/96 at 4:32 PM. The recording fee was \$15.00.

MEADOWS AT TRINITY CROSSING

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

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §**

THAT, WHEREAS, MEADOWS AT TRINITY CROSSING, LTD., a Texas limited partnership (the "Declarant"), is the owner of certain real property located in Travis County, Texas, a portion of which being the same property for which subdivision plats have been filed and approved by the City of Austin, and which subdivisions are known as The Meadows at Trinity Crossing Phase 2-B-1, and filed for record in the Plat Records of Travis County, Texas in Volume 96, Page 89, and the Meadows at Trinity Crossing Phase One-B and filed for record in Volume 97, Page 96 in the Plat Records of Travis County, Texas, all of which said property is sometimes collectively referred to herein as the "Property";

WHEREAS, the Property is encumbered by the terms of a Declaration of Covenants, Conditions, and Restrictions recorded in Volume 12527, Page 688 of the Real Property Records of Travis County, Texas (the "Original Declaration");

WHEREAS, the Original Declaration was amended by instrument dated November 20, 1997, recorded in Volume 12821, Page 1610 of the Real Property Records of Travis County, Texas (the "Amended Declaration");

WHEREAS Declarant is entitled to cast more than eighty percent (80.0%) of the number of votes to be cast pursuant to Section 5.03 of the Original Declaration and less than ninety-five percent (95.0%) of the lots within the Property have been sold; and

WHEREAS, Declarant, pursuant to Section 9.02 of the Original Declaration, desires to amend the terms of the Original Declaration and Amended Declaration as provided in this instrument;

NOW, THEREFORE, the Declarant hereby amends the Original Declaration and the Amended Declaration as follows:

1. Section 3.15 of the Original Declaration and Amended Declaration is amended to read as follows:

3.15 Travel Trailers, Horse or Cattle Trailers and Recreational Vehicles.
No travel trailers, horse or cattle trailers or recreational vehicles shall be parked on or near any lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) consecutive hours.

Nothing herein shall construe to prohibit manufactured housing, prefabricated housing, or mobile homes which are attached to a permanent foundation from being located on the Property.

2. Section 3.16 of the Original Declaration is amended to read as follows:

3.16 Fences. No fence shall be built forward of the front wall line of any house erected on any Lot. All fencing must be four (4) feet in height and constructed of cedar, pine or chain link. Any exception must be approved by the Architectural Committee.

3. The following shall be added to Section 3.28 of the Original Declaration:

Notwithstanding the foregoing prohibited activities, child care and day care facilities, including any related uses, shall be permitted to be maintained and operated on Lots 33, 34, 35, 37 and 38, Block C, Meadows at Trinity Crossing Phase 2-B-1 and Lots 1-17, Block D and Lots 31-34, Block F, Meadows at Trinity Crossing Phase One-B.

4. The following provision shall be added to Section 4.1 of the Original Declaration:

Notwithstanding the foregoing limitation to single-family residences, child care and day care facilities, including any related uses, shall be permitted to be maintained and operated on Lots 33, 34, 35, 37 and 38, Block C, Meadows at Trinity Crossing Phase 2-B-1 and Lots 1-17, Block D and Lots 31-34, Block F, Meadows at Trinity Crossing Phase One-B.

5. Section 6.12 of the Original Declaration is amended to read as follows:

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee at the address designated by the Declarant or the Architectural Committee or their successors and assigns from time to time.

Except as otherwise provided in this Amendment, the terms of the Original Declaration and Amended Declaration remain in full force and effect.

EXECUTED this the 27 day of MAY, 1998.

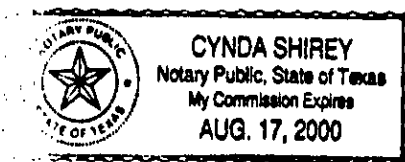
MEADOWS AT TRINITY CROSSING, LTD.,
a Texas limited partnership

By: 969 Development, Inc.,
a Texas corporation, general partner

By: [Signature]
Keith Wood, President
"Declarant"

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of MAY, 1998,
by Keith Wood, President of 969 Development, Inc., a Texas corporation, on behalf of said
corporation, as general partner on behalf of Meadows at Trinity Crossing, Ltd., a Texas limited
partnership.



[Signature]
Notary Public in and for
The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

LAW OFFICES OF MINTER,
JOSEPH & THORNHILL, P.C.
Attn: W. Routt Thornhill
811 Barton Springs Road, Suite 800
Austin, Texas 78704

Meadows at Trinity Crossing, Ltd.
5612 Pinon Vista
Austin, Texas 78724

WRT:kaj #1287

c:\wp8\meadows at trinity crossing, ltd\general.98\2nd amendment of declaration of covenants

13192 0294

13103 0292

FILED

98 MAY 28 AM 11:46

**DANA DEBLAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

MAY 28 1998



Dana Deblauvoir
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

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RECEIPT# 000111567 TRANS# 03407 DEPT: REGULAR RECORDS - \$15.00
CASHIER: KATHY FILE DATE: 5/28/98 TRANS DATE: 5/28/98
PAID BY: CHECK# 3672

13192 0295

**MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF
DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on October 4, 1994, Joe McDaniel Construction Co., Inc., a Texas corporation, in its capacity as "Declarant" executed a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, subsequently filed of record on July 24, 1995, in Volume 12485, Pages 0707-0717, Real Property Records, Travis County, Texas establishing a uniform plan for the subdivision, improvement and sale of property within the Meadows at Trinity Crossing Subdivision, and

WHEREAS, on September 21, 1995, a document entitled MEADOWS AT TRINITY CROSSING DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS affecting the Meadows at Trinity Crossing Subdivision was filed of record at Volume 12527, Pages 0688-0708, and

WHEREAS, on November 25, 1995, a document entitled MEADOWS AT TRINITY CROSSING AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was filed of record at Volume 12821, Pages 1610-1612, and

WHEREAS, on May 28, 1998, a document entitled MEADOWS AT TRINITY CROSSING SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was filed of record at Volume 13192, Pages 0292-0295, and

WHEREAS, all of the foregoing documents are referred to herein as "the Declarations", and

WHEREAS, the Declarations encumber those certain properties known as the Meadows at Trinity Crossing Phase One-B of record at Volume 97, Pages 46-50 Plat Records of Travis County, Texas, Meadows at Trinity Crossing Phase One, of record at Volume 95, Pages 197-199 of the Plat Records of Travis County, Texas; Meadows at Trinity Crossing Phase 2-B, of record at Volume 95-Pages 200-203 of the Plat Records of Travis County, Texas, and Meadows at Trinity Crossing Phase 2-B-1 of record at Volume 96, Pages 89-93 of the Plat Records of Travis County, Texas, and Amended Plat of Meadows at Trinity Crossing Phase 2-B-1 of record at Volume 99, Pages 196-198, Plat Records of Travis County, Texas, and

WHEREAS, WESTMINSTER FALCON/TRINITY, L.L.P , a Colorado limited liability partnership has become the Declarant of all of the above referenced phases of the Meadows at Trinity Crossing Subdivision, and any others which may be added hereafter, by virtue of the ASSIGNMENT OF DECLARANT RIGHTS from Joe McDaniel Construction Co., Inc., a Texas corporation to Westminster Falcon/Trinity, L.L.P., a Colorado limited Liability partnership, effective as of the 21st day of August, 1998, of record in Volume 13278, Pages 2728-2730, Real Property Records, Travis County, Texas; and

WHEREAS, WESTMINSTER FALCON desires to continue the development of the phases of the Meadows at Trinity Crossing Subdivision subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, those certain real properties in the Meadows at Trinity Crossing Subdivision in Travis County, Texas as described by Phases and recording information as set out above, are subject to those Declarations of Covenants, Conditions and Restrictions, as amended, hereinbefore described, and

WHEREAS, WESTMINSTER FALCON, hereinafter referred to as Declarant, desires to merge all of the Declarations as hereinbefore described to carry out a uniform plan for all the property within the Meadows at Trinity Crossing Subdivision; and

WHEREAS, by virtue of authority granted by the Declarations and Declarant's ownership of more than the minimum number of lots required for such action, the Declarations may be amended by the Declarant acting alone

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Covenants, Conditions and Restrictions and the Meadows of Trinity Crossing Declaration of Covenants, Conditions and Restrictions, as the same may have been amended as hereinbefore set out, are hereby amended and merged into this AMENDMENT AND RESTATEMENT OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS AT TRINITY CROSSING, and it is hereby declared (i) that all of the Property, as hereafter defined in Article I, 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 the Property and shall be binding on all parties having any right, title or interest in or to the 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 the 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 Declaration shall have the meanings hereinafter specified:

1.1 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property

1.2 Articles. "Articles" shall mean the Articles of Incorporation of the Meadows at Trinity Crossing Property Owners Association, Inc., filed in the office of the Secretary of State of the State of Texas, and as from time to time amended

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association. "Association" or "Association" shall mean and refer to the Meadows at Trinity Crossing Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns

1.5 Board. "Board" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board of the Association, and as from time to time amended.

1.7 Common Properties. "Common Properties" shall mean that portion of the Property 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 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 local utility companies) The Common Properties to be owned by the Association shall include (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area", (ii) the unpaved and landscaped areas of the right of way for streets through the Subdivision and other streets within the Subdivision and (iii) those areas of land and improvements thereon deeded to the Association by Declarant

1.8 Declarant. "Declarant" shall mean WESTMINSTER FALCON/TRINITY, L.L.P., a Colorado limited liability partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of WESTMINSTER FALCON as Declarant must be expressly set forth in writing and the mere conveyance of a

portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1 9 Design Guidelines. "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Review Committee for the construction, installation or erection of all improvements within the Property.

1 10 Development. "Development" shall mean, the Property as more particularly described on Exhibit "A" attached and incorporated into this Declaration.

1.11 Meadows at Trinity Crossing Restrictions. "Meadows at Trinity Crossing Restrictions" shall mean, collectively (i) this Declaration, together with any and all Supplemental Declaration, as the same may be amended from time to time, (ii) the Meadows at Trinity Crossing Rules and Regulations, (iii) the Design Guidelines, and (iv) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1 12 Meadows at Trinity Crossing Rules and Regulations. "Meadows at Trinity Crossing Rules and Regulations" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time

1 13 Meadows at Trinity Crossing Declaration. "Meadows at Trinity Crossing Declaration" shall mean this Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions, recorded in the Real Property Records, Travis County, Texas, and any supplemental declarations or amendments thereto.

1 14 Greenbelt or Amenity Area. "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners

1 15 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to, buildings, manufactured housing, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1 16 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of the Property, together with all Improvements located thereon

1.17 Declaration. "Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.18 Member. "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association.

1.19 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.20 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.21 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, excluding Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee

1.22 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property

1.23 Plans and Specifications. "Plans and Specifications" shall 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, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such Improvement

1.24 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

1.25 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, including any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration.

1.26 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association, organized and established by Declarant or with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.27 Subdivision. "Subdivision" shall mean and refer to property within the Development, which has been subdivided and shown on a map or plat or recorded in the Plat Records of Travis County, Texas, and previously brought within the scheme of the Meadows at Trinity Crossing Declarations or hereafter brought within the scheme of the Declarations in accordance with the provisions of Article II of the Declarations.

1.30 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restriction which may be recorded hereafter in order (i) to incorporate additional property within the Development into 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 annex additional land into the Development.

ARTICLE II

ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision.

(A) Incorporation. The Declarant, its successors and assigns, shall have the right at any time prior to June 1, 2019, to incorporate within the scheme of this Declaration additional phases of the Development, so long as such properties are within the area described on Exhibits "A" attached hereto, following the acquisition of such property, or with the consent of the record owner, without the consent or approval of any party, including the Owners of any Lots (other than Declarant)

(B) Annexation. Additional properties may be annexed into the Development at any time with the consent of two-thirds (2/3rds) of the Members of the Association. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions which may be appropriate for those properties.

(C) Filing Supplemental Declarations. To evidence the incorporation or annexation of additional property, Declarant shall record a Supplemental Declaration which shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the Owners of all lots in the Subdivision shall have the rights, privileges and obligations set forth in this Declaration and each applicable Supplemental Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

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 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television receptions, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

3.2 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee, provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee. Public utility and drainage easements are exempt from this provision.

3.3 General Signage and Decoration Standards. No signs whatsoever (moveable or affixed), including but not limited to, commercial, political and similar signs, which are visible from neighboring lots shall be erected or maintained on any Lot except:

- (A) Such signs as may be required by law
- (B) A residential identification sign of a total face area of seventy-two (72) square inches or less.
- (C) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other such signs customarily used in Travis County, Texas to advertise individual parcels of residential real property.
- (D) Political signage during the campaign period only
- (E) Seasonal decorations in good taste are allowed, however, they must be removed within two (2) weeks of the Holiday.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this section shall not prevent the Declarant or Declarant's representative from commencing, erecting or maintaining signs of any size or content on Lots, or other property, owned by Declarant when Declarant, in its sole discretion, deems it necessary or convenient to the development or operation of the Meadows at Trinity Crossing. In the event that a sign is erected in violation of these provisions, as determined by Declarant or the Architectural

Review Committee, the Declarant or the Associations, in their sole discretion, may remove the sign at the expense of the sign owner or may require the sign owner to remove the same

3 4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such 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 time in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the 24 hour period beginning at 8.00 p.m. on the day before a scheduled trash pick-up and ending at 8 00 p.m. on the day of a scheduled trash pick-up. In the event the owner shall fail or refuse to keep, or cause to be kept such owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for five (5) days after deliver of written notice thereof, then the Association or representative of the Declarant may enter upon such property and remove or correct the same at the expense of the property owner and such entry shall not be deemed a trespass

3 5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly 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

3.6 Construction of Improvements. No Improvements, including the installation of a manufactured housing unit, shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee or Declarant's representative. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. The Declarant's representative shall be given notice of a scheduled installation of a manufactured housing unit and shall be present at the time of installation.

3 7 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof

3 8 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.9 Roofing Materials. All roofing material shall be subject to the approval of the Architectural Review Committee.

3 10 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee, and further provided that this provision shall not apply to utilities installed along the perimeters of the Property or those installed by Declarant. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3 11 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3 12 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 13 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 Review Committee, provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3 14 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.

3.15 Unightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Review Committee or the Declarant's representative shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, 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 single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Automobiles shall mean cars, pick-up trucks, sport utility vehicles and vans used for the personal transportation of Members and their guests. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area, 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.

3.16 Travel Trailers and Recreational Vehicles. Although manufactured housing of a kind and character approved by the Architectural Control Committee and the Declarant's representative may be placed on any Lot after receipt of written approval from the ACC and the Declarant's representative, no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.17 Fences. No fences may be constructed in the Meadows at Trinity Crossing Subdivision subsequent to the filing of this Declaration. Fences constructed prior to the filing of this Declaration shall be allowed to remain only for so long as they are kept in good repair in the sole opinion of the Declarant's representative. The repair of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the repair of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any repaired fence be partially screened by vegetation.

- (A) Fence Maintenance. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Association or the Declarant's representative. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged materials in the fence and (3) symbols, writings, and other graffiti on the fence.

3.18 Animals - Household Pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal other than those otherwise considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property.

No Owner may have more than two (2) household pets. The shoulder height of each pet may not exceed fourteen (14) inches. All such pets must be household pets and may be let outside only while on a hand-held leash. Such pets shall not be tied up outside the home. No dog runs, dog pens or doghouses or other structures intended for the enclosure or housing of the household pets allowed by this paragraph shall be permitted on the Property. All yards must be cleaned of pet waste on a daily basis.

3.19 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) cultivated, pruned, mowed and free of trash and other unsightly material.

3.20 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of 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 of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.21 Compliance with Provisions of the Meadows at Trinity Crossing Restrictions. Each Owner, and any Tenant or Lessee of said Owner, shall comply strictly with the provisions of the Meadows at Trinity Crossing Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a right on the part of the Association to levy fines, to institute cause(s) of action to recover sums due for fines, and/or damages, and/or to seek injunctive relief and to exercise any other right of enforcement which may now or hereafter be conferred by law. All of the foregoing shall be maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.22 Construction in Place. All dwellings constructed on the Property shall be built in place on the applicable Lot and the installation of manufactured housing shall be allowed only with the prior written approval of the Architectural Review Committee and the Declarant's representative, either of which may deny the installation of the same.

3.23 Unfinished Structures. No structure shall remain unfinished for more than six (6) months after the same has been commenced. Construction of residential improvements shall begin no later than one (1) year after ownership of any Lot has been legally conveyed by Declarant.

3.24 Setback Requirements. Setback requirement shall be the more restrictive of (a) those set forth on any Plat, (b) those established by the Architectural Review Committee or Declarant pursuant to Section 4.2 below, or (c) those contained in any applicable City Zoning Ordinance

3.25 Rentals. Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes, although Declarant's representative shall have the right to approve any prospective Tenant and may deny rental by such prospective Tenant for any reason within the reasonable discretion of Declarant's representative. All such Tenants must agree, in writing, to be bound by the provisions of the Meadows at Trinity Crossing Restrictions as part of the Lease of any Lot and/or improvements within the Property and the Tenant shall be specifically subject to all rights and methods of enforcement granted herein for the purpose of enforcing the Meadows at Trinity Crossing Restrictions

3.26 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in 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 restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom

ARTICLE IV

USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family residential use, for Greenbelt or Amenity Areas and for all other uses specifically permitted by this Declaration. Greenbelt or Amenity Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific area, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee and Declarant's representative. Minimum yard and setback requirements may be established in excess of those shown on the plat or contained in any applicable City ordinances by the Architectural Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such a manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature

and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessment, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

4.4 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or an Amenity Area shall be subject to approval by the Architectural Review Committee.

ARTICLE V

MEADOWS AT TRINITY CROSSING PROPERTY OWNERS ASSOCIATION, INC.

5.1 Organization. The Meadows at Trinity Crossing Property Owners Association, Inc. a Texas non-profit corporation, shall serve as the Association. The Association shall be charged with the duties, governed by the provision, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor 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.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to Assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration.

5.3 Voting Rights. The Association shall have one (1) class of voting memberships:

Members shall be all Owners, including the Declarant, and Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among

themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

5.4 Powers and Authority of the Association.

The Association shall have the powers of the Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all time as follows

- (A) Meadows at Trinity Crossing Rules and Regulations and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Meadows at Trinity Crossing Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) 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.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Tenant, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a joint and several personal obligation of the Owner and any Tenant therein of the Lot entered upon, shall be lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII 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 of 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 the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

- (F) Fines for Violation of Meadows at Trinity Crossing Restrictions. To levy fines, not to exceed \$50.00 per violation per day, against a Member who violated one or more of the Restrictions and/or against a Tenant of a Member who is responsible for violating one or more of the Restrictions. The Board shall adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member or Tenant. Failure of a Member or Tenant thereof to pay fines may result in the suspension of a Member's rights or the rights of the Tenant of a Member to use the Association amenity areas and/or the loss of the right to vote as a Member or serve as an officer of the Association. Delinquent fines shall be deemed personal obligations of a Member and/or the Tenant of a Member and shall not attach as an obligation which runs with a Lot. Proceeds derived from fines shall be used by the Association as directed by the Resident Officers Committee.
- (G) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (H) Collection for Subassociation. To collect on behalf of and for the accounting of any Subassociation (but not to levy) any assessment made by Subassociation created pursuant to this Declaration.
- (I) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following
 - (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes,
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

- (5) Any similar public, quasi-public or private improvements or facilities;

provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Properties without the consent of at least sixty-seven percent (67%) of the Owners (excluding Declarant).

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration

- (J) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (K) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Properties; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity; and to own and operate any and all types of facilities for both active and passive recreation
- (L) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (M) Construction on Association Property. To construct new Improvements or additions to Common Properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (N) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and

maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.

- (O) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, maintain and repair all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Association shall maintain all Greenbelt or Amenity Areas dedicated to the Association for maintenance, by or with the consent of Declarant. The Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located in the public right of way. All signage, plant materials and improvements used in said median or boulevard areas must be approved by the City of Austin and may be removed from the right of way by the City of Austin if required.

5.6 Lighting. The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain any lighting, other than standard street lights accepted for maintenance by any appropriate City, within street right-of-ways and Greenbelt and Amenity Areas and on Common Properties.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.
- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Austin or other appropriate governmental authority.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association

shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

- (D) Upon the approval of two-thirds (2/3rds) of the Owners, including Declarant, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Greenbelt and/or Amenity Area, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

5.8 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status

as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

5.9 Quorum for Meetings of Members. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of this Declaration, shall constitute a quorum at a meeting of the Members.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Review Committee in accordance herewith.

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate. The current voting members of the Architectural Review Committee shall be appointed by Declarant.

6.3 Actions of the Architectural Review Committee. The Architectural Review 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 Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

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

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee.

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this 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

6.8 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems 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 Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review 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 Review Committee. The Architectural Review 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

6.9 Variances. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review 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. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in 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. Notwithstanding the foregoing, such variances shall not vary any applicable city ordinance unless a variance or special exception has been first granted by said City

6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Review 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

6.11 Work in Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at such address as may be designated by Declarant, its successors and assigns, from time to time

6.13 Fees. The Architectural Review Committee shall have the right to require a reasonable submission fee not to exceed \$150.00 for each set of Plans and Specifications submitted for its review

6.14 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or material thereof. **The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction workmanship, materials or equipment of the Improvements.**

ARTICLE VII

FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property
- (B) 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 Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such assessments in accordance with the provisions of this Article.
- (C) 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 to the duration of the Assessment year or other period remaining after said date.

- (D) Declarant Exception. Notwithstanding anything else in the Declaration to the contrary, payment of any annual or special assessment imposed by the Association in accordance with the authority of this Article on Lots owned by the Declarant shall be optional with Declarant and no lien as provided for herein shall attach to any Lot owned by Declarant on account of non-payment of any assessment.

7.2 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

7.3 Regular Annual Assessments. As it may consider necessary in its sole discretion, the Board may, but shall not be required to, prior to the beginning of each fiscal year, estimate the expenses to be incurred by the Association during such year in performing its functions under the Declaration, Articles, By-Laws and Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Restrictions, 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 monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular Assessment per lot for year 1999 exceed the sum of \$100.00. Thereafter, the regular annual Assessment permitted hereunder shall not be increased by more than ten percent (10.0%) per year. In the event that a Lot and/or the improvements on said Lot are Leased to a Tenant, the Lessor may provide in said Lease that the Tenant shall be responsible for the payment of all assessments, whether regular or special, which apply during the term of said lease. If the lease is for less than a calendar year, any applicable assessments shall be payable by the Tenant and the Owner on a pro-rated basis.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declaration, Articles, By-Laws and Restrictions. The amount of any Special Assessments shall be at the reasonable discretion of the Board and all such Special

Assessments shall be due and payable to the Association within thirty (30) days of the date of written notice of such Special Assessment. In no event shall the total Special Assessment per lot during the year 1999 exceed the sum of \$100.00. Thereafter, the maximum Special Assessment permitted hereunder for a fiscal year shall increase by ten percent (10 0%) per year.

7.5 Owner's Personal Obligation for Payment of Assessments. The regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments, except for Declarant as set out in 7.1(D) above. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay a late fee of \$25.00, plus interest on the amount of the Assessment from the due date at a percentage rate of one percent (1 0%) per month, together with all costs, and expenses of collection, including reasonable attorney's fees.

7.6 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.5 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof,
- (B) All liens securing all amounts due or to become due under (i) any term, Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and,
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above-listed liens. 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 such subordination may be signed by an officer of the Association. 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 Lot 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 Travis County, Texas. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting 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 attorney's fees incurred by the Association. 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 Mortgage, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII

EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this 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 rights-of-way 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 or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

8.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity 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 lines 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 sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all

trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.3 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 Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or 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 Review Committee.

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall 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.

8.5 Title to Easement and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

8.6 Greenbelt or Amenity Areas. Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association,
- (B) The right of the Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

- (C) The right of the Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws,
- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and,
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine

ARTICLE IX

MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until August 1, 2019, unless amended as herein provided. After August 1, 2019, 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 by a written instrument executed by the Owners of at least three-fourths (3/4ths) of the Lots within the Property then subject to this Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review 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 Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board or its members, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (A) By Declarant. This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until August 1, 2009, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs last. No amendment by Declarant after August 1, 2009, shall be effective until there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes

Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.

- (B) By Owners. In addition to the method in Section 9.3(A), after August 1, 2009, this Declaration may be amended by the recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes to be cast pursuant to Section 5.3 hereof.

9.4 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

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

in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, the Declarant or its representative, any Owner at his own expense, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. 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 Declaration.

9.10 Construction.

- (A) Restrictions Severable. The provisions of the Restrictions shall be deemed 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 provision or portion hereof.
- (B) Singular Includes Plural. 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.
- (C) Captions. All captions and titles used in this 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 22
day of April, 1999

WESTMINSTER FALCON/TRINITY, L L P ,
a Colorado limited liability partnership

By Falcon MHC, LLC, a Colorado limited
liability company, as General Partner

By *Boris B Vukovich*
Boris B Vukovich, its Manager

THE STATE OF COLORADO §
COUNTY OF *Chaparral* §

This Meadows at Trinity Crossing Amendment and Restatement of Declaration of
Covenants, Conditions and Restrictions was acknowledged before me on this the 22nd day of
April, 1999, by *BORIS B. VUKOVICH*, as Manager of FALCON MHC, LLC,
a Colorado limited liability company, as General Partner of WESTMINSTER
FALCON/TRINITY L L P. a Colorado limited liability partnership, on behalf of said limited
partnership

Beverly Wood My Commission Expires
Notary Public, State of Colorado 02/18/2002

**EXHIBIT "A" TO MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF
DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

- TRACT 1:** Lots 1-19, Block A, Lots 1-5, 7-14, Block B, Lots 1-11, 13-26, Block C, Lots 1-17, 19-45, Block D, Lots 1-24, Block E, Lots 1-45, Block F and Lots 1-32, Block G, MEADOWS AT TRINITY CROSSING PHASE ONE-B, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 97, Page 46, Plat Records of Travis County, Texas.
- TRACT 2:** Lots 1-25, 28-35, 37 and 38, Block C, Lots 3, 7, 9, 11, 12, 14, 16, 24, 26, 28, 31, 35, 37-39, 41, 43, 44-46, 48, 56, 59, 68 and 72, Block D, Lots 4-24, 27, 41-43, 46-50, Block E, Lots 1-15, 17-20, 22-24 and 26-51, Block F, Lots 2, 3, 6, 8, 9, 13, 19 and 24, Block G, Lots 1-56, Block K, Lots 1-56, Block L, Lots 1-48, Block M and Lots 1-56, Block N, MEADOWS AT TRINITY CROSSING PHASE 2-B-1 AMENDED PLAT OF, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 99, Page 196, Plat Records of Travis County, Texas.
- TRACT 3:** 223.268 acres of land out of the JAMES BURLESON SURVEY NO. 19, ABSTRACT 4, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto, SAVE AND EXCEPT all of THE MEADOWS AT TRINITY CROSSING PHASE ONE-B, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 97, Page 46, Plat Records of Travis County, Texas; and all of THE MEADOWS AT TRINITY CROSSING PHASE 2-B-1 AMENDED PLAT OF, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 99, Page 196, Plat Records of Travis County, Texas.

FIELD NOTES
TRACT 3

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES BURLESON SURVEY NO. 19, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF A 223.268-ACRE TRACT AS CONVEYED TO WESTMINSTER FALCON/TRINITY, L.L.P. AND DESCRIBED IN DEED OF TRUST RECORDED IN VOLUME 13252, PAGE 1269 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 100d nail found on the curving north right-of-way line of FM Highway 969 at the southeast corner of Lot 1, Block A, Meadows at Trinity Crossing, Phase One-B, a subdivision as recorded in Book 97, Pages 46-50 of the Plat Records of Travis County, Texas for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of FM Highway 969, the following two (2) courses:

- 1) Along a curve to the right an arc distance of 322.12 feet, having a radius of 7558.96 feet and a chord which bears N66°49'54"W a distance of 322.10 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency; and
- 2) N65°35'41"W a distance of 28.02 feet to a point at the intersection with the east right-of-way line of Southern Pacific Railroad for the southwest corner of this tract,

THENCE, with the east right-of-way line of Southern Pacific Railroad, the following two (2) courses:

- 1) N05°01'09"W a distance of 2937.63 feet to a ½" iron rod found at a point of nontangent curvature of a curve to the right, and
- 2) Along said curve to the right an arc distance of 268.66 feet, having a radius of 2796.41 feet and a chord which bears N02°15'31"W a distance of 268.56 feet to a ½" iron rod found at the southwest corner of a 16.36-acre tract as conveyed to City of Austin by Special Warranty Deed recorded in Volume 12476, Page 1299 of the Real Property Records of Travis County, Texas;

THENCE, with the south line of said City of Austin 16.36-acre tract, the following ten (10) courses:

- 1) S83°19'18"E a distance of 113.50 feet to a ½" iron rod found for an inside corner of this tract;
- 2) N13°06'21"E a distance of 77.35 feet to a ½" iron rod found at an angle point;
- 3) N25°37'17"E a distance of 78.55 feet to a ½" iron rod found at an angle point;
- 4) N38°59'53"E a distance of 80.09 feet to a ½" iron rod found at an angle point;
- 5) N52°28'52"E a distance of 80.09 feet to a ½" iron rod found at an angle point;
- 6) N66°00'06"E a distance of 80.08 feet to a ½" iron rod found at an angle point;
- 7) N79°32'03"E a distance of 79.57 feet to a ½" iron rod found at an angle point;
- 8) S86°44'30"E a distance of 83.55 feet to a ½" iron rod found at an angle point;
- 9) S75°09'26"E a distance of 91.44 feet to a ½" iron rod found at an angle point;
and
- 10) S59°28'40"E a distance of 73.06 feet to a ½" iron rod found on the curving northwest right-of-way line of Trinity Meadows Crossing for an inside corner of this tract;

THENCE, with the northwest right-of-way line of Trinity Meadows Crossing, the following two (2) courses:

- 1) Along a curve to the right an arc distance of 351.07 feet, having a radius of 1136.97 feet and a chord which bears N41°30'46"E a distance of 349.67 feet to a ½" iron rod found at a point of nontangency; and
- 2) N50°28'10"E a distance of 140.42 feet to a ½" iron rod found for an inside corner of this tract;

THENCE, with the northeast and north line of said City of Austin 16.36-acre tract, the following twenty (20) courses:

- 1) N39°34'10"W a distance of 139.86 feet to a ½" iron rod found at an angle point;
- 2) N11°28'00"W a distance of 77.41 feet to a ½" iron rod found at an angle point,
- 3) N06°21'01"W a distance of 75.60 feet to a ½" iron rod found at an angle point;

- 4) N06°26'13"E a distance of 75.66 feet to a ½" iron rod found at an angle point,
- 5) N19°02'25"E a distance of 75.31 feet to a ½" iron rod found at an angle point;
- 6) N26°09'02"E a distance of 76.89 feet to a ½" iron rod found at an angle point;
- 7) N50°26'29"E a distance of 75.61 feet to a ½" iron rod found at an angle point;
- 8) N22°08'47"W a distance of 125.32 feet to a ½" iron rod found at an angle point,
- 9) S87°57'04"W a distance of 88.05 feet to a ½" iron rod found at an angle point;
- 10) N68°59'21"W a distance of 266.72 feet to a ½" iron rod found for an inside corner of this tract;
- 11) S17°04'10"W a distance of 99.87 feet to a ½" iron rod found at an angle point,
- 12) S14°51'33"W a distance of 75.50 feet to a ½" iron rod found at an angle point;
- 13) S10°34'36"E a distance of 44.29 feet to a ½" iron rod found at an angle point;
- 14) S03°16'15"W a distance of 40.80 feet to a ½" iron rod found at an angle point;
- 15) S20°57'13"W a distance of 67.31 feet to a ½" iron rod found at an angle point;
- 16) S47°59'45"W a distance of 96.18 feet to a ½" iron rod found at an angle point,
- 17) S79°55'14"W a distance of 96.18 feet to a ½" iron rod found at an angle point,
- 18) N68°09'27"W a distance of 96.26 feet to a ½" iron rod found at an angle point,
- 19) N36°17'40"W a distance of 96.22 feet to a ½" iron rod found at an angle point;
and
- 20) N05°27'16"W a distance of 105.18 feet to a ½" iron rod found on the east right-of-way line of Southern Pacific Railroad at the northwest corner of said City of Austin 16 36-acre tract;

THENCE, with the east right-of-way line of Southern Pacific Railroad, N21°00'53"E a distance of 1497 25 feet to a ½" iron rod found at the southwest corner of Lot 11, Block A, Park Place I, a subdivision as recorded in Book 73, Page 73 of the Plat Records of Travis County, Texas, for the northwest corner of this tract;

THENCE, with a south and west line of said Park Place I, the following six (6) courses:

- 1) S68°54'20"E a distance of 180.15 feet to a ½" iron rod found on the east right-of-way line of Sandshof Drive for an outside corner of this tract;
- 2) S21°36'14"W a distance of 32.66 feet to a ½" iron rod found at the southwest corner of Lot 23, Block D of said Park Place I;
- 3) S68°43'37"E a distance of 105.08 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southeast corner of said Lot 23;
- 4) S21°03'00"W a distance of 115.96 feet to a ½" iron rod found at an angle point,
- 5) S25°53'31"W a distance of 58.21 feet to a ½" iron rod found at an angle point; and
- 6) S21°02'50"W a distance of 115.80 feet to a ½" iron rod found at an angle point;

THENCE, with an east, north and west line of the above described Westminster Falcon/Trinity L L P. 223.268-acre tract, the following nine (9) courses:

- 1) S21°08'26"W a distance of 58.01 feet to a ½" iron rod found for an outside corner of this tract,
 - 2) N68°52'50"W a distance of 159.91 feet to a ½" iron rod found for an inside corner of this tract;
 - 3) S21°07'29"W a distance of 239.92 feet to a ½" iron rod found for an inside corner of this tract,
 - 4) S68°52'29"E a distance of 373.79 feet to a ½" iron rod found at an angle point;
 - 5) S70°13'20"E a distance of 53.84 feet to a ½" iron rod found at an angle point,
 - 6) S53°35'26"E a distance of 123.12 feet to a ½" iron rod found for an outside corner of this tract;
 - 7) S35°44'46"W a distance of 5.88 feet to a ½" iron rod found for an inside corner of this tract;
 - 8) S53°14'08"E a distance of 162.90 feet to a ½" iron rod found for an inside corner of this tract, and
 - 9) N36°55'08"E a distance of 304.83 feet to a ½" iron rod found at the southeast corner of Lot 22, Block C of said Park Place I;
-

- 1) S68°54'20"E a distance of 180.15 feet to a ½" iron rod found on the east right-of-way line of Sandshof Drive for an outside corner of this tract,
- 2) S21°36'14"W a distance of 32.66 feet to a ½" iron rod found at the southwest corner of Lot 23, Block D of said Park Place I;
- 3) S68°43'37"E a distance of 105.08 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southeast corner of said Lot 23;
- 4) S21°03'00"W a distance of 115.96 feet to a ½" iron rod found at an angle point;
- 5) S25°53'31"W a distance of 58.21 feet to a ½" iron rod found at an angle point;
and
- 6) S21°02'50"W a distance of 115.80 feet to a ½" iron rod found at an angle point;

THENCE, with an east, north and west line of the above described Westminster Falcon/Trinity L.L.P. 223.268-acre tract, the following nine (9) courses:

- 1) S21°08'26"W a distance of 58.01 feet to a ½" iron rod found for an outside corner of this tract,
- 2) N68°52'50"W a distance of 159.91 feet to a ½" iron rod found for an inside corner of this tract;
- 3) S21°07'29"W a distance of 239.92 feet to a ½" iron rod found for an inside corner of this tract,
- 4) S68°52'29"E a distance of 373.79 feet to a ½" iron rod found at an angle point;
- 5) S70°13'20"E a distance of 53.84 feet to a ½" iron rod found at an angle point,
- 6) S53°35'26"E a distance of 123.12 feet to a ½" iron rod found for an outside corner of this tract;
- 7) S35°44'46"W a distance of 5.88 feet to a ½" iron rod found for an inside corner of this tract,
- 8) S53°14'08"E a distance of 162.90 feet to a ½" iron rod found for an inside corner of this tract, and
- 9) N36°55'08"E a distance of 304.83 feet to a ½" iron rod found at the southeast corner of Lot 22, Block C of said Park Place I,

THENCE, with the east and southeast line of said Block C, the following two (2) courses:

- 1) N27°23'28"E a distance of 535.01 feet to a ½" iron rod found at the northeast corner of Lot 14 of said Block C; and
- 2) N62°41'24"E a distance of 233.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA on the south line of a 5.00-acre tract as conveyed to Don H McLeland by deed recorded in Volume 5153, Page 1224 of the Deed Records of Travis County, Texas at an angle point;

THENCE, with the south and east lines of said McLeland 5.00-acre tract, the following three (3) courses:

- 1) N83°36'11"E a distance of 406.95 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;
- 2) S62°39'33"E a distance of 70.11 feet to a ½" iron rod found for an inside corner of this tract; and
- 3) Along a curve to the left an arc distance of 1.63 feet, having a radius of 635.00 feet and a chord which bears N27°12'25"E a distance of 1.63 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

THENCE, with the east right-of-way line of Cielo Vista Drive, the following four (4) courses:

- 1) N26°15'08"E a distance of 227.22 feet to a ½" iron rod found at a nontangent point of curvature of a curve to the left;
- 2) Along said curve to the left an arc distance of 62.71 feet, having a radius of 335.00 feet and a chord which bears N20°24'53"E a distance of 62.62 feet to a ½" iron rod found at a point of nontangency,
- 3) N15°09'59"E a distance of 22.30 feet to a ½" iron rod found at a nontangent point of curvature of a curve to the right; and
- 4) Along said curve to the right an arc distance of 23.50 feet, having a radius of 15.00 feet and a chord which bears N60°06'07"E a distance of 21.17 feet to a ½" iron rod found at the intersection with the south right-of-way line of Loyola Lane at a point of nontangent compound curvature;

THENCE, with the south right-of-way line of Loyola Lane, the following two (2) courses.

- 1) Along a curve to the right an arc distance of 362.54 feet, having a radius of 1372.68 feet and a chord which bears S67°25'16"E a distance of 361.48 feet to a ½" iron rod found at a point of nontangency; and
- 2) S60°01'03"E a distance of 89.03 feet to a 1" square head bolt found on the west line of a 17.320-acre tract as conveyed to Rites of Passage Development, Inc. by Warranty Deed recorded in Volume 12494, Page 2576 of the Real Property Records of Travis County, Texas for the most northerly northeast corner of this tract;

THENCE, with the west line of said Rites of Passage Development, Inc. 17.320-acre tract along a barbed wire fence, S29°39'51"W a distance of 960.37 feet to a ½" iron rod found for an inside corner of this tract;

THENCE, with the south line of said Rites of Passage Development, Inc. 17.320-acre tract along a barbed wire fence, S61°11'54"E a distance of 791.02 feet to a ½" iron rod found at the southeast corner of said Rites of Passage Development, Inc. 17.320-acre tract,

THENCE, continuing with a north line of said Westminster Falcon/Trinity L.L.P. 223.268-acre tract, S61°17'01"E a distance of 72.18 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most easterly northeast corner of this tract;

THENCE, with a Boundary Agreement between Tommy Knudsen, Hidden Valley, Ltd., Maria Tijerina Castillo and Gerald R. Griesbach as described in instruments recorded in Volume 10324, Page 124 and Volume 10324, Page 140 of the Real Property Records of Travis County, Texas, the following two (2) courses:

- 1) S29°23'16"W a distance of 3145.91 feet to a 100d nail found in a wood fence post at an angle point; and
- 2) S30°33'40"W a distance of 2171.15 feet to the POINT OF BEGINNING, and containing 222.913 acres of land, more or less.

SAVE AND EXCEPT:

All of Meadows at Trinity Crossing Phase 2-B, a subdivision as recorded in Book 95, Pages 200-203 of the Plat Records of Travis County, Texas,

All of Meadows at Trinity Crossing, Phase One-B, a subdivision as recorded in Book 97, Pages 46-50 of the Plat Records of Travis County, Texas; and

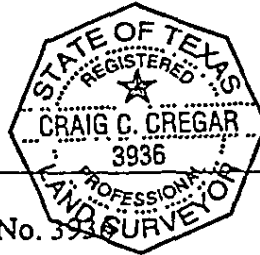
All of Meadows at Trinity Crossing, Phase 2-B-1 Amended Plat of, a subdivision as

recorded in Book 99, Pages 196-200 of the Plat Records of Travis County, Texas.

I HEREBY CERTIFY that these notes were prepared by Terra Firma from a survey made on the ground on December 1, 1998 under my supervision and are true and correct to the best of my knowledge.



Craig C. Cregar
Registered Professional Land Surveyor No. 3936




12/21/98
Date

Revised: December 21, 1998
Client: Westminster Falcon/Trinity, L.L.P.
Date: December 4, 1998
WO No.: 1094-01-02
FB: 284
File: AUS610940101.CRD

Return to:

FILED AND RECORDED

Dunagan-Weichert
1120 S. Cap. of Ex Hwy.
Austin, Tx 78746


06-11-1999 08:48 AM 1999047329
BAZANJ \$83.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

10 GF 2000660 151

AFTER RECORDING RETURN TO
Chicago Title Insurance Company
3808 Spicewood Springs Road, Ste. 100
Austin, Texas 78759

MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF
DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS

38
OK

WHEREAS, on October 4, 1994, Joe McDaniel Construction Co., Inc., a Texas corporation, in its capacity as "Declarant" executed a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, subsequently filed of record on July 24, 1995, in Volume 12485, Pages 0707-0717, Real Property Records, Travis County, Texas establishing a uniform plan for the subdivision, improvement and sale of property within the Meadows at Trinity Crossing Subdivision, and

WHEREAS, on September 21, 1995, a document entitled MEADOWS AT TRINITY CROSSING DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS affecting the Meadows at Trinity Crossing Subdivision was filed of record at Volume 12527, Pages 0688-0708, and

WHEREAS, on November 25, 1996, a document entitled MEADOWS AT TRINITY CROSSING AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was filed of record at Volume 12821, Pages 1610-1612, and

WHEREAS, on May 28, 1998, a document entitled MEADOWS AT TRINITY CROSSING SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was filed of record at Volume 13192, Pages 0292-0295 and

WHEREAS, all of the foregoing documents are referred to herein as "the Declarations", and

WHEREAS, the Declarations encumber those certain properties known as the Meadows at Trinity Crossing Phase One-B of record at Volume 97, Pages 46-50 Plat Records of Travis County, Texas (previously known as Meadows at Trinity Crossing Phase One, of record at Volume 95, Pages 197-199 of the Plat Records of Travis County, Texas) and Meadows at Trinity Crossing Phase 2-B-1 of record at Volume 99, Pages 196-198 of the Plat Records of Travis County, Texas (previously known as Meadows at Trinity Crossing Phase 2-B, of record at Volume 95, Pages 200-203 of the Plat Records of Travis County, Texas and Meadows at Trinity Crossing Phase 2-B-1 of record at Volume 96, Pages 89-93, Plat Records of Travis County Texas), and

WHEREAS, WESTMINSTER FALCON/TRINITY, L L P a Colorado limited liability partnership has become the Declarant of all of the above referenced phases of the Meadows at Trinity Crossing Subdivision, and any others which may be added hereafter, by virtue of the ASSIGNMENT OF DECLARANT RIGHTS from Joe McDaniel Construction Co., Inc., a Texas corporation to Westminster Falcon/Trinity, L L P, a Colorado limited Liability partnership effective as of the 21st day of August, 1998, of record in Volume 13278, Pages 2728-2730, Real Property Records, Travis County, Texas, and

WHEREAS, WESTMINSTER FALCON, desires to continue the development of the phases of the Meadows at Trinity Crossing Subdivision subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth, and

WHEREAS, those certain real properties in the Meadows at Trinity Crossing Subdivision in Travis County, Texas as described by Phases and recording information as set out above, are subject to those Declarations of Covenants, Conditions and Restrictions, as amended, hereinbefore described, and

WHEREAS, WESTMINSTER FALCON, hereinafter referred to as Declarant, desires to amend and restate the MEADOWS AT TRINITY CROSSING AMENDMENT AND RESTATEMENT OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS dated April 22, 1999 and filed of record in Document No 1999047329, Official Public Records, Travis County, Texas to carry out a uniform plan for all the property within the Meadows at Trinity Crossing Subdivision, and

WHEREAS, by virtue of authority granted by the Declarations and Declarant's ownership of more than the minimum number of lots required for such action, the Declarations may be amended by the Declarant acting alone

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Covenants, Conditions and Restrictions and the Meadows of Trinity Crossing Declaration of Covenants, Conditions and Restrictions, as the same may have been amended as hereinbefore set out, are hereby amended and merged into this AMENDMENT AND RESTATEMENT OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS AT TRINITY CROSSING, and it is hereby declared (i) that all of the Property, as hereafter defined in Article I, 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 the Property and shall be binding on all parties having any right, title or interest in or to the 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 the 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 Declaration shall have the meanings hereinafter specified

1.1 Architectural Review Committee "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property

1 2 Articles "Articles" shall mean the Articles of Incorporation of the Meadows at Trinity Crossing Property Owners Association, Inc., filed in the office of the Secretary of State of the State of Texas, and as from time to time amended

1 3 Assessment "Assessment" or "Assessments" shall mean and include any regular assessments, special assessments, late fees, penalties, fines, legal fees, costs of collection, costs incurred by Association to enforce compliance with the Declaration, including repair, demolition, and removal of violations, as may be levied by the Association under the terms and provisions of this Declaration

1 4 Association "Association" or "Association" shall mean and refer to the Meadows at Trinity Crossing Property Owners Association, Inc , a Texas non-profit corporation, its successors and assigns

1 5 Board "Board" shall mean the Board of Directors of the Association

1 6 Bylaws "Bylaws" shall mean the Bylaws of the Association adopted September 21, 1999, and as from time to time amended

1 7 Common Properties "Common Properties" shall mean that portion of the Property 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 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 local utility companies) The Common Properties to be owned by the Association shall include (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area" (ii) the unpaved and landscaped areas of the right of way for streets through the Subdivision and other streets within the Subdivision and (iii) those areas of land and improvements thereon deeded to the Association by Declarant

1 8 Declarant "Declarant" shall mean WESTMINSTER FALCON/TRINITY, L L P, a Colorado limited liability partnership, its duly authorized representatives or their respective successors or assigns, provided that any assignment of the rights of WESTMINSTER FALCON as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder

1 9 Declaration "Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time

1 10 Design Guidelines "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Review Committee for the construction, installation or erection of all improvements within the Property

1 11 Development "Development" shall mean, the Property as more particularly described on Exhibit "A" attached and incorporated into this Declaration

1 12 Development Period "Development Period" shall mean and refer to the period ending when Residences complying with the Declaration and Design Criteria have been constructed on all Lots and have been initially occupied by Residents, as determined by the Declarant, or any earlier date designated in writing by the Declarant as the ending date for the Development Period

1 13 Greenbelt or Amenity Area "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners

1 14 Improvement "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to, buildings, manufactured housing, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1 15 Lot "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of the Property, together with all Improvements located thereon

1 16 Meadows at Trinity Crossing Restrictions "Meadows at Trinity Crossing Restrictions" or the "Restrictions" shall mean, collectively (i) this Declaration, together with any and all Supplemental Declaration, as the same may be amended from time to time, (ii) the Meadows at Trinity Crossing Rules and Regulations, (iii) the Design Guidelines, and (iv) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time

1 17 Meadows at Trinity Crossing Rules and Regulations "Meadows at Trinity Crossing Rules and Regulations" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time

1 18 Meadows at Trinity Crossing Declaration "Meadows at Trinity Crossing Declaration" shall mean the Meadows at Trinity Crossing Declaration of Covenants, Conditions and Restrictions, recorded in Volume 12485, Page 707-717, Real Property Records, Travis County, Texas, and any supplemental declarations or amendments thereto

1 19 Member "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association

1 20 Mortgage "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt

1.21 Mortgagee "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages

1.22 Owner "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, excluding Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee

1.23 Person "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property

1.24 Plans and Specifications "Plans and Specifications" shall 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, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such Improvement

1.25 Plat "Plat" shall mean a final subdivision plat of any portion of the Property

1.26 Property "Property" shall mean that real property which is subject to the terms of this Declaration, including any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration

1.27 Subassociation "Subassociation" shall mean any non-profit Texas corporation or unincorporated association, organized and established by Declarant or with Declarant's approval pursuant to or in connection with a Supplemental Declaration

1.28 Subdivision "Subdivision" shall mean and refer to property within the Development, which has been subdivided and shown on a map or plat or recorded in the Plat Records of Travis County, Texas, and previously brought within the scheme of the Meadows at Trinity Crossing Declarations or hereafter brought within the scheme of the Declarations in accordance with the provisions of Article II of the Declarations

1.29 Supplemental Declaration "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restriction which may be recorded hereafter in order (i) to incorporate additional property within the Development into 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 annex additional land into the Development.

ARTICLE II

ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision

- (A) Incorporation The Declarant, its successors and assigns, shall have the right at any time prior to June 1, 2019, to incorporate within the scheme of this Declaration additional phases of the Development, in the sole discretion of Declarant, including the area described on Exhibits "A" attached hereto, following the acquisition of such property, or with the consent of the record owner, without the consent or approval of any party including the Owners of any Lots (other than Declarant)
- (B) Annexation On or after June 1, 2019, additional properties may be annexed into the Development at any time with the consent of two-thirds (2/3rds) of the Members of the Association
- (C) Filing Supplemental Declarations. To evidence the incorporation or annexation of additional property, Declarant shall record a Supplemental Declaration which shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the Owners of all lots in the Subdivision shall have the rights, privileges and obligations set forth in this Declaration and each applicable Supplemental Declaration
- (D) De-annexation Declarant expressly reserves the right to de-annex Phase One-B of record at Volume 97, Pages 46-50. Plat Records of Travis County, Texas, at any time, so long as Declarant owns not less than sixty seven percent (67%) of the Lots in Phase One-B

2.2 Merger or Consolidation Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

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 Antennas Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed on any Lot in a location which is not visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be

placed in a visible location as approved by the Architectural Review Committee. The Architectural Review Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than 1 meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

3.2 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee, provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee. Public utility and drainage easements are exempt from this provision.

3.3 General Signage and Decoration Standards. No signs whatsoever (moveable or affixed), including but not limited to, commercial, political and similar signs, which are visible from neighboring lots shall be erected or maintained on any Lot except

- (A) Such signs as may be required by law
- (B) A residential identification sign of a total face area of seventy-two (72) square inches or less
- (C) One "for sale" or "for rent" sign, not exceeding 2 feet by 3 feet in area, which is similar to other such signs customarily used in Travis County Texas to advertise individual parcels of residential real property
- (D) Not more than two political signs, not exceeding 2 feet by 3 feet in area erected no more than 30 days in advance of the election to which they pertain and removed within 3 days after such election
- (E) Seasonal decorations in good taste are allowed, however, they must be removed within two (2) weeks of the Holiday
- (F) Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" by 8" or the sticker is no more than 4" by 4". There shall be no more than one sign and no more than six (6) stickers.

located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this section shall not prevent the Declarant or Declarant's representative from commencing, erecting or maintaining signs of any size or content on Lots, or other property, owned by Declarant when Declarant, in its sole discretion, deems it necessary or convenient to the development or operation of the Meadows at Trinity Crossing. In the event that a sign is erected in violation of these provisions, as determined by Declarant or the Architectural Review Committee, the Declarant or the Associations, in their sole discretion, may remove the sign at the expense of the sign owner or may require the sign owner to remove the same.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such 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 time in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the 24 hour period beginning at 8:00 p.m. on the day before a scheduled trash pick-up and ending at 8:00 p.m. on the day of a scheduled trash pick-up. In the event the owner shall fail or refuse to keep, or cause to be kept such owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for five (5) days after deliver of written notice thereof, then the Association or representative of the Declarant may enter upon such property and remove or correct the same at the expense of the property owner and such entry shall not be deemed a trespass.

3.5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located used or placed on any of the Property such that it becomes or will become clearly 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.

3.6 Construction of Improvements. No Improvements, including the installation of a manufactured housing unit, shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee or Declarant's representative. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans and elevations, and upon the Architectural Review Committee's or Declarant's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. The Declarant's representative shall be given notice of a scheduled installation of a manufactured housing unit and have the opportunity to be present at the time of installation.

3 7 Maintenance of Landscaping and Improvements All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof, and each owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot alive, cultivated, pruned, mowed and free of trash and other unsightly material. In the event the Owner of any Lot shall fail to keep Improvements reasonably in repair, in a timely fashion, as determined by the Board, or to maintain the landscaping situated thereon in a neat and orderly manner, the Association, its agents, and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of owner. All expenses incurred by the Association to maintain, repair and restore a Lot shall be a lien upon such Lot which may be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Architectural Review Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision.

3 8 Alteration or Removal of Improvements Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3 9 Roofing Materials All roofing material shall be subject to the approval of the Architectural Review Committee.

3 10 Underground Utility Lines No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power cable television, or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements approved in writing by the Architectural Review Committee. provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee, and further provided that this provision shall not apply to utilities installed along the perimeters of the Property or those installed by Declarant. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3 11 Drainage There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3 12 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 13 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 Review Committee, provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3 14 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 15 Unsightly Articles; Vehicles No article deemed to be unsightly by the Architectural Review Committee or the Declarant's representative shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, 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 single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Automobiles shall mean cars, pick-up trucks, sport utility vehicles and vans used for the personal transportation of Members and their guests. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area, 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.

3 16 Travel Trailers and Recreational Vehicles Although manufactured housing of a kind and character approved by the Architectural Control Committee and the Declarant's representative may be placed on any Lot after receipt of written approval from the Architectural Review Committee and the Declarant's representative, no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3 17 Fences No fences may be constructed in the Meadows at Trinity Crossing Subdivision subsequent to the filing of this Declaration. Fences constructed prior to the filing of this Declaration shall be allowed to remain only for so long as they are kept in good repair in the sole opinion of the Architectural Review Committee. The repair of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the proposed repair of any existing fence, or specify

the materials of which any proposed fence repair or replacement must be constructed, or require that any repaired fence be partially screened by vegetation

- (A) Fence Maintenance Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Association or the Declarant's representative. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged materials in the fence and (3) symbols, writings, and other graffiti on the fence

3.18 Animals - Household Pets No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal other than those otherwise considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No Owner may have more than two (2) household pets. The shoulder height of each pet may not exceed fourteen (14) inches. All such pets must be household pets and may be let outside only while on a hand-held leash. Such pets shall not be tied up outside the home. No dog runs, dog pens or doghouses or other structures intended for the enclosure or housing of the household pets allowed by this paragraph shall be permitted on the Property. All yards must be cleaned of pet waste on a daily basis.

3.19 Construction Activities Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of 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 of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.20 Compliance with Provisions of the Meadows at Trinity Crossing Restrictions Each Owner, and any Tenant or Lessee of said Owner, shall comply strictly with the provisions of the Meadows at Trinity Crossing Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a right on the part of the Association to levy fines, to institute cause(s) of action to recover sums due for fines, and/or damages, and/or to seek injunctive relief and to exercise any other right of enforcement which may now or hereafter be conferred by law. All of the foregoing shall be maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3 21 Approval Required for Installation of Manufactured Housing The installation of manufactured housing on any Lot shall be allowed only with the prior written approval of the Declarant or the Architectural Review Committee

3 22 Unfinished Structures No structure shall remain unfinished for more than six (6) months after the same has been commenced Construction of residential improvements shall begin no later than one (1) year after ownership of any Lot has been legally conveyed by Declarant

3 23 Rentals Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes, although Declarant's representative shall have the right to approve any prospective Tenant and may deny rental by such prospective Tenant for any reason within the reasonable discretion of Declarant's representative All such Tenants must agree, in writing, to be bound by the provisions of the Meadows at Trinity Crossing Restrictions as part of the Lease of any Lot and/or improvements within the Property and the Tenant shall be specifically subject to all rights and methods of enforcement granted herein for the purpose of enforcing the Meadows at Trinity Crossing Restrictions

3.24 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in 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 restrictive covenants, terms or provisions Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom

ARTICLE IV

USE RESTRICTIONS

4 1 General The Property shall be improved and used solely for single family residential use, for Greenbelt or Amenity Areas and for all other uses specifically permitted by this Declaration Greenbelt or Amenity Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property, provided, however that as to any specific area, Declarant may, in its sole and absolute discretion, permit other improvements and uses

4 2 Non-Permitted Uses No trade or business may be conducted on or from any Lot, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a dwelling, so long as (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the dwelling, (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property, (c) the business activity does not involve visitation of the dwelling or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents within the Property, and (d) 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 Property as may be determined in the sole discretion of the Board

4.3 Greenbelt or Amenity Areas No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such a manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessment, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

4.4 Recreational Improvements Any proposed construction of recreational improvements within a Greenbelt or an Amenity Area shall be subject to approval by the Declarant or the Architectural Review Committee.

4.5 Sales and Construction Facilities and Activities of Declarant Notwithstanding any provision to the contrary contained herein, Declarant, its agents, employees and contractors shall be permitted, during the period of any construction of or on Declarant Lots or sales of Lots owned by Declarant, to maintain such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots, including without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting and temporary parking facilities for all prospective tenants or purchasers of Lots. In addition, Declarant, its agents, employees and contractors shall have the right to ingress and egress over the Common Area as in Declarant's discretion may be necessary with regard to the foregoing.

ARTICLE V

MEADOWS AT TRINITY CROSSING PROPERTY OWNERS ASSOCIATION, INC.

5.1 Organization The Meadows at Trinity Crossing Property Owners Association, Inc. a Texas non-profit corporation, shall serve as the Association. The Association shall be charged with the duties, governed by the provision, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor 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.

5.2 Membership Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to Assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated

from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration.

5.3 Voting Rights The Association shall have one (1) class of voting memberships.

Members shall be all Owners, including the Declarant, and Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

5.4 Powers and Authority of the Association

The Association shall have the powers of the Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all time as follows:

- (A) Meadows at Trinity Crossing Rules and Regulations and Bylaws To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Meadows at Trinity Crossing Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) 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, including officers and Directors, personal liability insurance, public liability insurance, hazard insurance and fidelity bonds for persons responsible for funds administered by the Association.
- (C) Records To keep books and records of the Association's affairs.
- (D) Assessments To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

- (E) Right of Entry and Enforcement To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Tenant, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions, including the removal of animals in violation of Section 3 18 or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance, repair work or enforcement of the Restrictions conducted thereon shall be the personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII 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 of 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 the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Right to Remove or Demolish Improvements In the event an Improvement has been substantially damaged by fire, weather, vandalism or neglect, as determined by the Board, the Board may notify an Owner that such Improvement is in violation of the Restrictions and will be demolished and removed if not repaired by the owner or his agent. The Owner shall have twenty-one (21) days from receipt of such notice to bring the Improvement into compliance with the Restrictions or respond to the Board with a reasonable and detailed plan to bring the Improvement into compliance with the Restrictions. In the event the Board does not accept the plan proposed by the Owner, it shall notify the Owner of a time and place for a hearing on the matter. Following the hearing, if the Owner or his agent has not appeared and reached an agreement with the Board on the plan of repair, the Board may direct an agent of the Association to enter upon the Lot and demolish and/or remove such Improvement. The expense incurred by the Association in connection with the entry upon any Lot and the demolition conducted thereon shall be the personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. This provision in no way limits the right of the Association to remove Improvements erected any Lot without the approval of Declarant or the Architectural Review Committee, as required by this Declaration.

- (G) Fines for Violation of Meadows at Trinity Crossing Restrictions To levy fines, as determined by the Board, against a Member who violated one or more of the Restrictions and/or against a Tenant of a Member who is responsible for violating one or more of the Restrictions. The Board shall adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member or Tenant. Failure of a Member or Tenant thereof to pay fines may result in the suspension of a Member's rights or the rights of the Tenant of a Member to use the Association amenity areas and/or the loss of the right to vote as a Member or serve as an officer of the Association. Delinquent fines shall be deemed personal obligations of a Member and/or the Tenant of a Member and shall be a lien upon the Lot of a fined Owner which may be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. Proceeds derived from fines shall be used by the Association as determined by the Board.
- (H) Legal and Accounting Services To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (I) Collection for Subassociation To collect on behalf of and for the accounting of any Subassociation (but not to levy) any assessment made by Subassociation created pursuant to this Declaration.
- (J) Conveyances To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:
- (1) Parks, parkways or other recreational facilities or structures,
 - (2) Roads, streets, walks, driveways, trails and paths,
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes,
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines, and/or
 - (5) Any similar public, quasi-public or private improvements or facilities, provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Properties without the consent of at least sixty-seven percent (67%) of the Owners (excluding Declarant).

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration

- (K) Manager To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (L) Association Property Services To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Properties, to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity, and to own and operate any and all types of facilities for both active and passive recreation.
- (M) Other Services and Properties To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (N) Construction on Association Property To construct new Improvements or additions to Common Properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (O) Contracts To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (P) Property Ownership To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority The Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition the Association shall be authorized to landscape, maintain and repair all easements, access easements, rights-of-way,

median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Association shall maintain all Greenbelt or Amenity Areas dedicated to the Association for maintenance, by or with the consent of Declarant. The Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located in the public right of way. All signage, plant materials and improvements used in said median or boulevard areas must be approved by the City of Austin and may be removed from the right of way by the City of Austin if required.

5.6 Lighting The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain any lighting, other than standard street lights accepted for maintenance by any appropriate City, within street right-of-ways and Greenbelt and Amenity Areas and on Common Properties.

5.7 Common Properties Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area, and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.
- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Austin or other appropriate governmental authority.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (D) Upon the approval of two-thirds (2/3rds) of the Owners including Declarant, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest

given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.

- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Greenbelt and/or Amenity Area, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

5.8 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

5.9 Quorum for Meetings of Members. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members represented in person or by proxy, as such votes are allocated pursuant to the provisions of this Declaration, shall constitute a quorum at a meeting of the Members.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications

- (A) Declarant Approval. No residential dwelling, whether site built or manufactured house, shall be placed or constructed on any Lot without the

prior approval of Declarant during the Development Period Architectural Review Committee Approval is not required for such construction

- (B) Architectural Review Committee Approval After the Development Period has expired or after a residential dwelling has been placed or constructed on any Lot and occupied as a residence during the Development Period, no Improvement shall be commenced, erected, constructed, placed or maintained upon such Lot, nor shall any exterior addition to or change or alteration therein be made, until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Review Committee in accordance herewith The Architectural Review Committee approval shall not be required on any Lot owned by Declarant

6.2 Membership of Architectural Review Committee The Architectural Review Committee shall consist of not less than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate The current voting members of the Architectural Review Committee shall be appointed by Declarant during the Development Period and by the Association Board of Directors thereafter.

6.3 Actions of the Architectural Review Committee The Architectural Review 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 Review Committee In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee

6.4 Advisory Members The Voting Members may from time to time designate advisory members

6.5 Term Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein

6.6 Declarant's Rights of Appointment Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee Declarant may delegate this right to the Board by written instrument Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee

6.7 Adoption of Rules The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this 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

6.8 Review of Proposed Construction Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it

shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems 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 Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review 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 Review Committee. The Architectural Review 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.

6 9 Variances The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review 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. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in 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. Notwithstanding the foregoing, such variances shall not vary any applicable city ordinance unless a variance or special exception has been first granted by said City.

6 10 No Waiver of Future Approvals The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Review 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.

6 11 Work in Progress The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6 12 Address Plans and Specifications shall be submitted to the Architectural Review Committee 5600 Pinon Vista Drive, Austin, Texas 78724 (Phone No. 512/926-7556 for information) or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6 13 Fees The Architectural Review Committee shall have the right to require a reasonable submission fee, as determined by the Board of Directors, for each set of Plans and Specifications submitted for its review

6 14 Certificate of Compliance Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or material thereof. **The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction workmanship, materials or equipment of the Improvements.**

ARTICLE VII

FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.
- (B) 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 Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such assessments in accordance with the provisions of this Article.
- (C) 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 to the duration of the Assessment year or other period remaining after said date.
- (D) Declarant Exemption. Notwithstanding anything else in the Declaration to the contrary, payment of any annual or special assessment imposed by the Association in accordance with the authority of this Article on Lots owned

by the Declarant shall be at Declarant's option and no lien as provided for herein shall attach to any Lot owned by Declarant on account of non payment of any assessment. Declarant may elect in lieu of payment of any assessments to make up any short-fall in funds necessary for the Association to carry out its purposes.

7.2 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.

7.3 Regular Annual Assessments As it may consider necessary in its sole discretion the Board may, but shall not be required to, prior to the beginning of each fiscal year, estimate the expenses to be incurred by the Association during such year in performing its functions under the Declaration, Articles, By-Laws and Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Restrictions, 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 monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular Assessment per lot for year 2000 exceed the sum of \$100.00. Thereafter, the maximum amount of regular annual Assessment permitted hereunder shall increase by ten percent (10.0%) per year, unless a greater amount is approved by a sixty-seven percent (67%) vote of Members (1) at a duly called and conducted meeting of Members or (2) by mail wherein a majority of the Members responds by returning mail ballots. In the event that a Lot and/or the improvements on said Lot are Leased to a Tenant, the Lessor may provide in said Lease that the Tenant shall be responsible for the payment of all assessments, whether regular or special, which apply during the term of said lease; however such Lease provision shall not relieve the Owner of the obligation to pay any Assessment not paid by the Tenant.

7.4 Special Assessments In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declaration, Articles, By-Laws and Restrictions. The amount of any Special Assessments shall be at the reasonable discretion of the Board and all such Special Assessments shall be due and payable to the Association within thirty (30) days of the date of written notice of such Special Assessment. In no event shall the total Special Assessment per lot during the year 2000 exceed the sum of \$100.00. Thereafter, the maximum amount of a Special Assessment permitted hereunder for a fiscal year shall increase by ten percent (10.0%) per year unless a greater amount is approved by a sixty-seven percent (67%) vote of Members (1) at a

duly called and conducted meeting of Members or (2) by mail wherein a majority of the Members responds by returning mail ballots

7.5 Owner's Personal Obligation for Payment of Assessments The Regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments, except for Declarant as set out in 7.1(D) above. In the event of default in the payment of any such Assessment, the Owner of the Lot shall, in addition to such Assessment, be obligated to pay a late fee and interest on the amount of the Assessment from the due date, together with all costs, and expenses of collection, including reasonable attorney's fees. The applicable late fee and rate of interest on delinquent assessments shall be established, from time to time, by resolution of the Board.

7.6 Assessment Lien and Foreclosure All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.5 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof,
- (B) All liens securing all amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable, and,
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above-listed liens. 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 such subordination may be signed by an officer of the Association. 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 Lot 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 Travis County, Texas. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the

defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting 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 attorney's fees incurred by the Association. 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 such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII

EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this 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 rights-of-way 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 or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 50 feet on each side of such Lot line.

8.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity 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 lines 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 sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.3 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 Review Committee thereon, require. Each Owner further covenants not to disturb

or displace any trees or 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 Review Committee.

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall 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.

8.5 Title to Easement and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

8.6 Greenbelt or Amenity Areas. Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association,
- (B) The right of the Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members,
- (C) The right of the Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws,

- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and,
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX

MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until August 1, 2019, unless amended as herein provided. After August 1, 2019, 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 by a written instrument executed by the Owners of at least three-fourths (3/4ths) of the Lots with n the Property then subject to this Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. No officer, director or Member of the Architectural Review Committee 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 their respective duties under this Declaration except for willful misconduct or bad faith. Neither the Declarant or the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property. The Association shall indemnify all officers, directors and members of the Architectural Review Committee with respect to any action taken in their official capacity as provided in this Declaration or Association documents.

9.3 Amendment

- (A) By Declarant. This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until August 1, 2014, or until Declarant no longer holds a majority of the votes in the Association whichever occurs last. No amendment by Declarant after August 1, 2014, shall be effective until there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.
- (B) By Owners. In addition to the method in Section 9.3(A), after August 1, 2014, this Declaration may be amended by the recording in the Official

Public Records of Travis County, Texas, an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes to be cast pursuant to Section 5.3 hereof.

9.4 Notices Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.5 Interpretation The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of the Association.

9.7 Exemption of Declarant Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities or to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

9.8 Declarant's Right to Non-Interference In order that Declarant's work may be completed and established as a fully occupied residential community as rapidly as possible, neither any Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to

- (i) prevent Declarant, its successors or assigns, or its or their contractors or subcontractors from performing on any Lot owned by it whatever it determines to be necessary or advisable in connection with the completion of such work, including without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of development, or

- (ii) prevent Declarant, its successors or assigns, or its or their contractors or subcontractors from erecting, constructing and maintaining on any portion of the Property such structures as may be reasonably necessary for the conduct of its or their business of completing the work and establishing a residential community and disposing of the same in Lots by sale, lease or otherwise, or
- (iii) prevent Declarant, its successors or assigns, or its or their contractors or subcontractors from conducting on any portion of the Property its or their business of developing, subdividing, grading and constructing Lots and Improvements on the Property, or
- (iv) prevent Declarant, the Association, its successors or assigns, or their contractors or subcontractors from maintaining such sign or signs on the Property as may be necessary in connection with the sale, lease or other marketing of Lots, or
- (v) prevent Declarant, the Association, its successors and assigns, and its employees, representatives, agents and contractors from maintaining business and sales offices, models, construction facilities and yards, trucks, advertising signs and displays, and other developer's facilities reasonably necessary, appropriate or customarily used or required during the Development Period

9 9 Assignment by Declarant Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9 10 Enforcement and Nonwaiver

- (A) Right of Enforcement. Except as otherwise provided herein, the Declarant or its representative, any Owner at his own expense, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. 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 Declaration.

- (D) Attorneys Fees In the event the Declarant or the Association hires an attorney(s) to enforce any of the provisions of the Restrictions, seek damages, or to restrain the violation of the Restrictions, whether judicial, non-judicial or administrative, the Declarant and the Association shall be entitled to recover all costs, fees and expenses incurred by it in such action, including all reasonable attorneys' fees that it may incur. Reasonable attorneys' fees for any legal assistance given to Declarant or the Association are recoverable whether or not a lawsuit is actually filed in Court.

9 11 Power of Attorney Each Owner makes, constitutes, and appoints Declarant its true and lawful attorney in its name, place and stead, to make, execute, sign, acknowledge and file such amendments to any subdivision plat for all or part of the Property or such amendments to this Declaration as may be required by law or by vote taken pursuant to the provisions of this Declaration.

9 12 Address for Notices by Declarant or the Association Every Owner shall supply the Association with a current mailing address (and such other information, including phone number, e-mail address or facsimile number which Owner may choose to provide) by which the Association may deliver Notices to such Owner. Such information may be mailed or delivered to the Association office at 5600 Pinon Vista Drive, Austin, Texas 78724. In the event an Owner's current address is not provided to the Association, the Association shall be deemed to have given any Notice required by this Declaration to such Owner by mailing such notice to the address shown on the records of the Travis Central Appraisal District for the Owner of the Lot.

9 13 Construction

- (A) Restrictions Severable The provisions of the Restrictions shall be deemed 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 provision or portion hereof.
- (B) Singular Includes Plural 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.
- (C) Captions All captions and titles used in this 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 22nd day of March, 2000

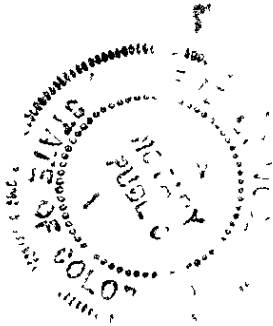
WESTMINSTER FALCON/TRINITY, L.L.P.,
a Colorado limited liability partnership

By Falcon MHC, LLC, a Colorado limited liability company, as General Partner

By Boris B Vukovich
Boris B Vukovich, its Manager

THE STATE OF COLORADO §
 §
COUNTY OF ARAPAHOE §

This Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions was acknowledged before me on this the 22nd day of March, 2000, by Boris Vukovich, as Manager of FALCON MHC, LLC, a Colorado limited liability company, as General Partner of WESTMINSTER FALCON/TRINITY L L P a Colorado limited liability partnership, on behalf of said limited partnership



My Commission Expires
02/18/2002

Beverly Wood
Notary Public, State of Colorado

EXHIBIT A

FIELD NOTES

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES BURLESON SURVEY NO. 19, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF A 223.268-ACRE TRACT AS CONVEYED TO WESTMINSTER FALCON/TRINITY, L.L.P. AND DESCRIBED IN DEED OF TRUST RECORDED IN VOLUME 13252, PAGE 1269 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 100d nail found on the curving north right-of-way line of FM Highway 969 at the southeast corner of Lot 1, Block A, Meadows at Trinity Crossing, Phase One-B, a subdivision as recorded in Book 97, Pages 46-50 of the Plat Records of Travis County, Texas for the southeast corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the north right-of-way line of FM Highway 969, the following two (2) courses.

- 1) Along a curve to the right an arc distance of 322 12 feet, having a radius of 7558 96 feet and a chord which bears N66°49'54"W a distance of 322 10 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency, and
- 2) N65°35'41"W a distance of 28 02 feet to a point at the intersection with the east right-of-way line of Southern Pacific Railroad for the southwest corner of this tract,

THENCE, with the east right-of-way line of Southern Pacific Railroad, the following two (2) courses

- 1) N05°01'09"W a distance of 2937 63 feet to a ½" iron rod found at a point of nontangent curvature of a curve to the right, and
- 2) Along said curve to the right an arc distance of 268 66 feet, having a radius of 2796 41 feet and a chord which bears N02°15'31"W a distance of 268 56 feet to a ½" iron rod found at the southwest corner of a 16 36-acre tract as conveyed to City of Austin by Special Warranty Deed recorded in Volume 12476, Page 1299 of the Real Property Records of Travis County, Texas,

THENCE, with the south line of said City of Austin 16 36-acre tract, the following ten (10) courses

- 1) S83°19'18"E a distance of 113.50 feet to a ½" iron rod found for an inside corner of this tract;
- 2) N13°06'21"E a distance of 77.35 feet to a ½" iron rod found at an angle point,
- 3) N25°37'17"E a distance of 78.55 feet to a ½" iron rod found at an angle point,
- 4) N38°59'53"E a distance of 80.09 feet to a ½" iron rod found at an angle point,
- 5) N52°28'52"E a distance of 80.09 feet to a ½" iron rod found at an angle point,
- 6) N66°00'06"E a distance of 80.08 feet to a ½" iron rod found at an angle point,
- 7) N79°32'03"E a distance of 79.57 feet to a ½" iron rod found at an angle point,
- 8) S86°44'30"E a distance of 83.55 feet to a ½" iron rod found at an angle point,
- 9) S75°09'26"E a distance of 91.44 feet to a ½" iron rod found at an angle point, and
- 10) S59°28'40"E a distance of 73.06 feet to a ½" iron rod found on the curving northwest right-of-way line of Trinity Meadows Crossing for an inside corner of this tract,

THENCE, with the northwest right-of-way line of Trinity Meadows Crossing, the following two (2) courses

- 1) Along a curve to the right an arc distance of 351.07 feet, having a radius of 1136.97 feet and a chord which bears N41°30'46"E a distance of 349.67 feet to a ½" iron rod found at a point of nontangency; and
- 2) N50°28'10"E a distance of 140.42 feet to a ½" iron rod found for an inside corner of this tract,

THENCE, with the northeast and north line of said City of Austin 16.36-acre tract, the following twenty (20) courses

- 1) N39°34'10"W a distance of 139.86 feet to a ½" iron rod found at an angle point,
- 2) N11°28'00"W a distance of 77.41 feet to a ½" iron rod found at an angle point,
- 3) N06°21'13"W a distance of 75.60 feet to a ½" iron rod found at an angle point,
- 4) N06°26'13"E a distance of 75.66 feet to a ½" iron rod found at an angle point,

- 5) N19°02'25"E a distance of 75 31 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point,
- 6) N26°09'02"E a distance of 76.89 feet to a ½" iron rod found at an angle point,
- 7) N50°26'29"E a distance of 75 61 feet to a ½" iron rod found at an angle point,
- 8) N22°08'47"W a distance of 125 32 feet to a ½" iron rod found at an angle point;
- 9) S87°57'04"W a distance of 88.05 feet to a ½" iron rod found at an angle point,
- 10) N68°59'21"W a distance of 266 72 feet to a ½" iron rod found for an inside corner of this tract,
- 11) S17°04'10"W a distance of 99.87 feet to a ½" iron rod found at an angle point,
- 12) S14°51'33"W a distance of 75 50 feet to a ½" iron rod found at an angle point,
- 13) S10°34'36"E a distance of 44 29 feet to a ½" iron rod found at an angle point,
- 14) S03°16'15"W a distance of 40 80 feet to a ½" iron rod found at an angle point,
- 15) S20°57'13"W a distance of 67.31 feet to a ½" iron rod found at an angle point,
- 16) S47°59'45"W a distance of 96 18 feet to a ½" iron rod found at an angle point,
- 17) S79°55'14"W a distance of 96 18 feet to a ½" iron rod found at an angle point,
- 18) N68°09'27"W a distance of 96 26 feet to a ½" iron rod found at an angle point,
- 19) N36°17'40"W a distance of 96 22 feet to a ½" iron rod found at an angle point,
and
- 20) N05°27'16"W a distance of 105 18 feet to a ½" iron rod found on the east right-of-way line of Southern Pacific Railroad at the northwest corner of said City of Austin 16 36-acre tract,

THENCE, with the east right-of-way line of Southern Pacific Railroad, N21°00'53"E a distance of 1497 25 feet to a ½" iron rod found at the southwest corner of Lot 11, Block A, Park Place I, a subdivision as recorded in Book 73, Page 73 of the Plat Records of Travis County, Texas, for the northwest corner of this tract,

THENCE, with a south and west line of said Park Place I, the following six (6) courses

- 1) S68°54'20"E a distance of 180.15 feet to a ½" iron rod found on the east right-of-way line of Sandshof Drive for an outside corner of this tract,
- 2) S21°36'14"W a distance of 32.66 feet to a ½" iron rod found at the southwest corner of Lot 23, Block D of said Park Place I;
- 3) S68°43'37"E a distance of 105.08 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southeast corner of said Lot 23;
- 4) S21°03'00"W a distance of 115.96 feet to a ½" iron rod found at an angle point,
- 5) S25°53'31"W a distance of 58.21 feet to a ½" iron rod found at an angle point, and
- 6) S21°02'50"W a distance of 115.80 feet to a ½" iron rod found at an angle point,

THENCE, with an east, north and west line of the above described Westminster Falcon/Trinity L L P. 223.268-acre tract, the following nine (9) courses

- 1) S21°08'26"W a distance of 58.01 feet to a ½" iron rod found for an outside corner of this tract,
- 2) N68°52'50"W a distance of 159.91 feet to a ½" iron rod found for an inside corner of this tract,
- 3) S21°07'29"W a distance of 239.92 feet to a ½" iron rod found for an inside corner of this tract,
- 4) S68°52'29"E a distance of 373.79 feet to a ½" iron rod found at an angle point,
- 5) S70°13'20"E a distance of 53.84 feet to a ½" iron rod found at an angle point,
- 6) S53°35'26"E a distance of 123.12 feet to a ½" iron rod found for an outside corner of this tract,
- 7) S35°44'46"W a distance of 5.88 feet to a ½" iron rod found for an inside corner of this tract,
- 8) S53°14'08"E a distance of 162.90 feet to a ½" iron rod found for an inside corner of this tract, and
- 9) N36°55'08"E a distance of 304.83 feet to a ½" iron rod found at the southeast corner of Lot 22, Block C of said Park Place I,

THENCE, with the east and southeast line of said Block C, the following two (2) courses

- 1) N27°23'28"E a distance of 535.01 feet to a ½" iron rod found at the northeast corner of Lot 14 of said Block C, and
- 2) N62°41'24"E a distance of 233.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA on the south line of a 5.00-acre tract as conveyed to Don H McLeland by deed recorded in Volume 5153, Page 1224 of the Deed Records of Travis County, Texas at an angle point,

THENCE, with the south and east lines of said McLeland 5.00-acre tract, the following three (3) courses:

- 1) N83°36'11"E a distance of 406.95 feet to a ½" iron rod found at an angle point,
- 2) S62°39'33"E a distance of 70.11 feet to a ½" iron rod found for an inside corner of this tract, and
- 3) Along a curve to the left an arc distance of 1.63 feet, having a radius of 635.00 feet and a chord which bears N27°12'25"E a distance of 1.63 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency,

THENCE, with the east right-of-way line of Cielo Vista Drive, the following four (4) courses

- 1) N26°15'08"E a distance of 227.22 feet to a ½" iron rod found at a nontangent point of curvature of a curve to the left,
- 2) Along said curve to the left an arc distance of 62.71 feet, having a radius of 335.00 feet and a chord which bears N20°24'53"E a distance of 62.62 feet to a ½" iron rod found at a point of nontangency,
- 3) N15°09'59"E a distance of 22.30 feet to a ½" iron rod found at a nontangent point of curvature of a curve to the right, and
- 4) Along said curve to the right an arc distance of 23.50 feet, having a radius of 15.00 feet and a chord which bears N60°06'07"E a distance of 21.17 feet to a ½" iron rod found at the intersection with the south right-of-way line of Loyola Lane at a point of nontangent compound curvature,

THENCE, with the south right-of-way line of Loyola Lane, the following two (2) courses

- 1) Along a curve to the right an arc distance of 362.54 feet, having a radius of 1372.68 feet and a chord which bears S67°25'16"E a distance of 361.48 feet to a ½" iron rod found at a point of nontangency, and

- 2) S60°01'03"E a distance of 89.03 feet to a 1" square head bolt found on the west line of a 17.320-acre tract as conveyed to Rites of Passage Development, Inc by Warranty Deed recorded in Volume 12494, Page 2576 of the Real Property Records of Travis County, Texas for the most northerly northeast corner of this tract,

THENCE, with the west line of said Rites of Passage Development, Inc 17.320-acre tract along a barbed wire fence, S29°39'51"W a distance of 960 37 feet to a ½" iron rod found for an inside corner of this tract;

THENCE, with the south line of said Rites of Passage Development, Inc 17.320-acre tract along a barbed wire fence, S61°11'54"E a distance of 791 02 feet to a ½" iron rod found at the southeast corner of said Rites of Passage Development, Inc 17.320-acre tract,

THENCE, continuing with a north line of said Westminster Falcon/Trinity L L P 223 268-acre tract, S61°17'01"E a distance of 72 18 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most easterly northeast corner of this tract,

THENCE, with a Boundary Agreement between Tommy Knudsen, Hidden Valley, Ltd , Maria Tijerina Castillo and Gerald R. Griesbach as described in instruments recorded in Volume 10324, Page 124 and Volume 10324, Page 140 of the Real Property Records of Travis County, Texas, the following two (2) courses

- 1) S29°23'16"W a distance of 3145.91 feet to a 100d nail found in a wood fence post at an angle point, and
- 2) S30°33'40"W a distance of 2171 15 feet to the POINT OF BEGINNING, and containing 222 913 acres of land, more or less

SAVE AND EXCEPT

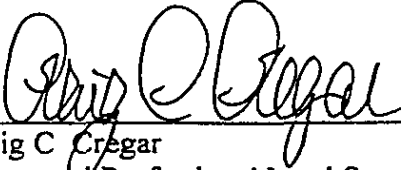
All of Meadows at Trinity Crossing Phase 2-B, a subdivision as recorded in Book 95, Pages 200-203 of the Plat Records of Travis County, Texas,

All of Meadows at Trinity Crossing, Phase One-B, a subdivision as recorded in Book 97, Pages 46-50 of the Plat Records of Travis County, Texas; and

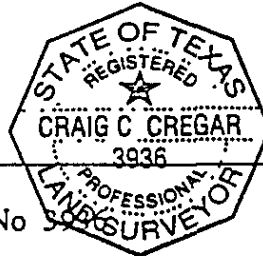
All of Meadows at Trinity Crossing, Phase 2-B-1 Amended Plat of, a subdivision as

recorded in Book 99, Pages 196-200 of the Plat Records of Travis County, Texas

I HEREBY CERTIFY that these notes were prepared by Terra Firma from a survey made on the ground on December 1, 1998 under my supervision and are true and correct to the best of my knowledge



Craig C. Cregar
Registered Professional Land Surveyor No



12/4/98
Date

Client. Westminster Falcon/Trinity, L L P
Date December 4, 1998
WO No 1094-01-02
FB 284
File AUS6\10940101.CRD

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



03-30-2000 02 37 PM 2000047109
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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**FIRST AMENDMENT TO MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

3

WHEREAS, Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership, hereinafter referred to as the "Declarant", is the Declarant in the Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions

WHEREAS, Declarant desires to allow fenced yards and dogs to be kept in fenced yards in certain circumstances, and

WHEREAS, pursuant to Section 9.3 of the Declaration, Declarant has the right to amend the Declaration at any time prior to August 1, 2014

NOW, THEREFORE, Declarant hereby amends specific provisions of the Declaration by deleting them in their entirety and restating them as follows

ARTICLE III
GENERAL RESTRICTIONS

3.17 Fences

- A Fences constructed within the Property prior to April 22, 1999 shall be allowed to remain only for so long as they kept in good repair in the sole opinion of the Architectural Review Committee. The repair of such fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the proposed repair of any existing fence or specify the materials of which any proposed fence repair or replacement must be constructed, or require that any repaired fence be partially screened by vegetation.
- B All fences constructed within the Property on or after April 22, 1999 shall comply with the current Design Guidelines approved by the Declarant and the Architectural Review Committee. Declarant approval of the plans and specifications for a proposed fence to be constructed in conjunction with the placement of a new home on a lot shall be required. Architectural Review Committee approval is not required. After the Development Period has expired or after a residential dwelling has been placed or constructed on any lot and occupied as a residence during the Development Period, approval of the plans and specifications for a fence must be submitted to and approved by the Architectural Review Committee, and Declarant approval shall not be required.
- C Fence Maintenance Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Association or the Declarant's representative. It shall be a violation of this

Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged materials in the fence and (3) symbols, writings, and other graffiti on the fence

3 18 Animals - Household Pets No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal other than those otherwise considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No Owner may have more than two (2) household pets Dogs may be kept within a fenced yard on a lot in which the fence complies with Section 3 17 of this Declaration Dogs shall not be tied up outside the home in an unfenced area Dogs, not within a house or fenced yard, shall at all times be kept on a hand-held leash Dog houses may be placed or constructed within a fenced yard, but shall be painted and well maintained All yards must be cleaned of pet waste on a daily basis Odors from pets or pet waste, excessive barking, and vicious actions of a pet toward people or other animals shall be deemed a nuisance, which, if not corrected by the owner or pet keeper, will result in removal of the pet from the Property by the Association **The Board, following notice and hearing to the Owner or Resident of the lot in which the pet is located, shall be the final authority in determining if the pet is a nuisance, and upon such determination by the Board, the pet shall be removed from the Property.** In the event Owner or Resident fails to remove a pet from the Property which has been determined by the Board to be a nuisance, the Board may, on behalf of the Association, (1) have the pet removed from the Property pursuant to Section 5 4(E) of the Declaration, (2) fine the Member or Tenant of a Member keeping the pet within the Property pursuant to Section 5 4(G), and (3) file suit against the Owner for both injunctive relief and damages for breach of this provision pursuant to Section 9 10 of the Declaration

All provisions of the Declaration not hereby specifically added, amended or deleted by specific Article and Section numbering are hereby affirmed by Declarant

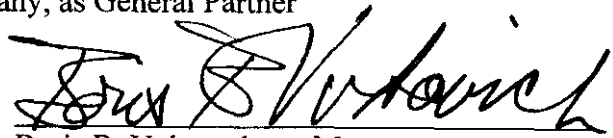
DECLARANT

Return:
Chicago Title Co.

WESTMINSTER FALCON/TRINITY, L.L.P
a Colorado limited liability partnership

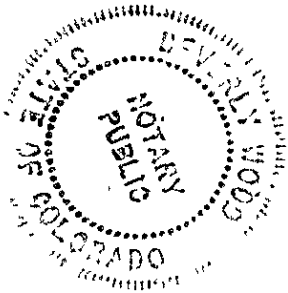
By. Falcon MHC, L.L.C., a Colorado limited liability
Company, as General Partner

By


Boris B Vukovich, its Manager

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

This First Amendment to Meadows at Trinity Crossing was acknowledged before me on the 16th day of June, 2000, by Boris B Vukovich, Manager of Falcon MHC, L L C , a Colorado limited liability company, as General Partner of Westminster Falcon/Trinity, L L P , a Colorado limited liability partnership, on behalf of such limited partnership



My Commission Expires
02/18/2002

Beverly Wood
Notary Public in and for the State of ~~Texas~~ COLORADO
Beverly Wood

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir
07-25-2000 02 36 PM 2000116633
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DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

**FIRST AMENDMENT TO
MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS

§
§
§

TRV 2002002565
3 pgs

COUNTY OF TRAVIS

WHEREAS, on or about April 22, 1999, Westminster Falcon/Trinity, L.L.P. ("Declarant") executed that certain instrument entitled "Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" which was recorded at Document No 1999047329 of the Official Public Records of Travis County, Texas (the "Declaration"), imposing certain covenants, conditions and restrictions on the Property as described therein, and

WHEREAS, Westminster Falcon/Trinity, L.L.P. is still the Declarant under the terms of the Declaration ; and

WHEREAS, Declarant has the right to amend the Declaration acting alone until at least August 1, 2009, and further has the right to amend the Declaration by virtue of Declarant presently being entitled to cast at least 67% of the votes of the Association as defined in the Declaration, and

WHEREAS, Declarant desires to amend the Declaration in certain respects for the improvement, protection and better development of the Property, NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the Declaration be and is hereby amended in the following respects by this First Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions ("First Amendment")

I. Section 5.4 (F) of the Declaration is amended to read hereafter as follows

- (F) Fines for Violation of Meadows at Trinity Crossing Restrictions To levy fines, not to exceed \$50.00 per violation per day, against a Member who violated one or more of the Restrictions and/or against a Tenant of a Member who is responsible for violating one or more of the Restrictions. The Board shall adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member or Tenant. Failure of a Member or Tenant thereof to pay fines may result in the suspension of a Member's rights or the rights of the Tenant of a Member to use the Association amenity areas and/or the loss of the right to vote as a Member or serve as an officer of the Association. Delinquent fines shall be deemed personal obligations of a Member and/or the Tenant of a Member for which a judgment may be taken. Moreover, if any fine remains unpaid for more than 30 days, the Association shall have the right to impose a lien on the Lot on which the violation occurred. Any such lien shall be imposed, foreclosed and otherwise governed by the same rules and procedures as are applicable to assessment

liens under Section 7 6 of this Declaration. Proceeds derived from fines shall be used by the Association as directed by the Resident Officers Committee

II Section 9.9 (A) of the Declaration is amended to read hereafter as follows.

(A) Right of Enforcement Except as otherwise provided herein, the Declarant or its representative, any Owner at his own expense, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision. In addition, and without limiting the foregoing, the Declarant or its representative and/or the Board shall have the right, without being liable to any Owner, Tenant or other person, to enforce the provisions of Section 3 15 of this Declaration by towing or causing to be towed from any Lot or roadway within the Property any vehicle which is in violation of said Section 3.15, may charge the cost thereof to the violator, and may collect such costs in any manner allowed by this Section 9 9

III Capitalized terms used in this First Amendment shall have the same meanings as given to them in the Declaration

IV Except as expressly amended by this First Amendment, all terms and conditions of the Declaration shall remain in full force and effect

Executed this 12th day of DECEMBER, 2001.

WESTMINSTER FALCON/TRINITY, L L P ,
a Colorado limited liability partnership

By WESTMINSTER MEADOWS, LLC,
an Illinois limited liability company
Its Managing Partner

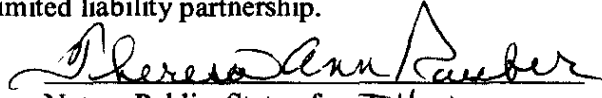
By.


Robert T E Lansing
Manager

STATE OF ILLINOIS §

COUNTY OF LAKE §

This instrument was acknowledged before me on December 12, 2001, by Robert T.E. Lansing, Manager of Westminster Advisors II LLC, an Illinois limited liability company and General Partner of Westminster Fund II LP, an Illinois limited partnership and Manager of Westminster Meadows LLC, an Illinois limited liability company and General Partner of Westminster Falcon/Trinity, L L P , a Colorado limited liability partnership, on behalf of said limited liability companies and limited partnership and limited liability partnership.


Notary Public, State of ILLINOIS



After Recording Please Return To:

James M. Nias
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



01-04-2002 11 17 AM 2002002565
BENAVIDESV \$13 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**SECOND AMENDMENT TO
MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, on or about April 22, 1999, Westminster Falcon/Trinity, L.L.P. ("Declarant") executed that certain instrument entitled "Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" which was recorded at Document No. 1999047329 of the Official Public Records of Travis County, Texas (the "Declaration"), imposing certain covenants, conditions and restrictions on the Property as described therein; and

WHEREAS, the Declaration was duly amended by that certain instrument entitled "First Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" recorded at Document No. 2002002565 of the Official Public Records of Travis County, Texas ("First Amendment"); and

WHEREAS, both Declarant and the membership of the Property Owners Association for the Meadows at Trinity Crossing, Inc. ("Association"), by the vote of at least 67% of the votes of the Association as defined in the Declaration, desire to further amend the Declaration in certain respects for the improvement, protection and better development of the Property; NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the Declaration be and is hereby amended in the following respects by this Second Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions ("Second Amendment"):

I. Section 3.3 of the Declaration is amended to read hereafter as follows:

3.3 General Signage and Decoration Standards. No signs whatsoever (moveable or affixed), including but not limited to, commercial, political and similar signs, which are visible from neighboring lots shall be erected or maintained on any Lot except:

- (A) Such signs as may be required by law.
- (B) A residential identification sign of a total face area of seventy-two (72) square inches or less.
- (C) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other such signs customarily used in Travis County, Texas to advertise individual parcels of residential real property.
- (D) Political signage during the campaign period only; provided, political signs must be removed within twenty-four (24) hours after the election.

- (E) Seasonal and holiday decorations in good taste are allowed; however, they must be removed within one (1) month of the end of the season or holiday.

The size, content and location of all signs shall further be subject to such rules as the Association may promulgate and to the Design Guidelines of the Architectural Control Committee. The provisions of this section shall not prevent the Declarant or Declarant's representative from commencing, erecting or maintaining signs of any size or content on Lots, or other property, owned by Declarant when Declarant, in its sole discretion, deems it necessary or convenient to the development or the operation of the Meadows at Trinity Crossing. In the event that a sign is erected in violation of these provisions, as determined by Declarant or the Architectural Review Committee, the Declarant or the Association, in their sole discretion, may remove the sign at the expense of the sign owner or may require the sign owner to remove the same.

II. Section 3.17 of the Declaration is amended to read hereafter as follows:

3.17 Fences. No fences may be constructed in the Meadows at Trinity Crossing Subdivision subsequent to the filing of this Declaration, except as approved by the Architectural Control Committee in accordance with its duly adopted Design Guidelines and other rules. Fences constructed prior to the filing of this Declaration shall be allowed to remain only for so long as they are kept in good repair in the sole opinion of the Declarant's representative. The repair of fences shall be subject to the prior written consent of the Architectural Review Committee, except as otherwise specifically permitted by the duly adopted Design Guidelines and other rules of the Architectural Control Committee. In all cases requiring the prior written consent of the Architectural Control Committee for fence repair, the Architectural Review Committee may, in its discretion, prohibit any proposed fence repair, or specify the materials which must be used in any proposed fence repair, or require that any repaired fence be partially screened by vegetation.

- (A) Fence Maintenance. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Association or the Declarant's representative. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose or damaged materials in the fence and (3) symbols, writings, and other graffiti on the fence.

III. Section 3.18 of the Declaration is amended to read hereafter as follows:

3.18 Animals-Household Pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal other than those otherwise considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No Owner may have more than two (2) household pets. The shoulder height of each pet may not exceed fourteen (14) inches. No pets may be left outside except (1) while on a hand-held leash, or (2) if confined within a dog run or other enclosure approved by the

Architectural Control Committee in accordance with its duly adopted Design Guidelines and other rules. Pets shall not be tied up outside the home unless they are within such an approved dog run or other enclosure. No dog runs, dog pens or dog houses or other structures intended for the enclosure or housing of the household pets allowed by this paragraph shall be permitted on the Property without Architectural Control Committee approval. All yards must be cleaned of pet waste on a daily basis.

- IV. Capitalized terms used in this Second Amendment shall have the same meanings as given to them in the Declaration.
- V. Except as expressly amended by this Second Amendment or by the First Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

Executed this 29th day of April, 2003.

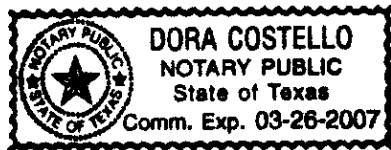
WESTMINSTER FALCON/TRINITY, L.L.P.,
a Colorado limited liability partnership

By: WESTMINSTER MEADOWS, LLC,
an Illinois limited liability company
Its Managing Partner

By: Thomas E. Gordon

Name: THOMAS E. GORDON

Manager: AUTHORIZED OFFICER

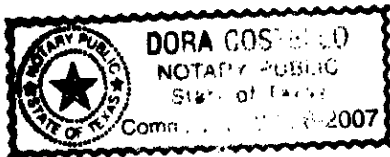


PROPERTY OWNERS ASSOCIATION FOR THE
MEADOWS AT TRINITY CROSSING, INC.,
a Texas nonprofit corporation

By: Jerry W. Breshers

Name: Jerry W. Breshers

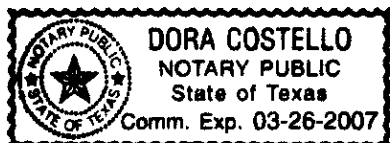
Title: President



By: Rose Jones

Name: Rose Jones

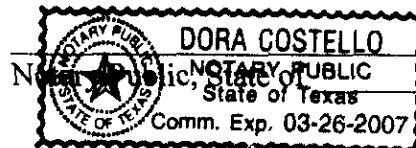
Title: Secretary



STATE OF TEXAS §

COUNTY OF Travis §

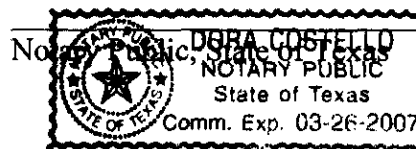
This instrument was acknowledged before me on April 29, 2003, by Thomas E Gordon, the Authorized Officer of Westminster Meadows, LLC, an Illinois limited liability company, as managing partner of Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership, on behalf of said limited liability partnership.



STATE OF TEXAS §

COUNTY OF TRAVIS §

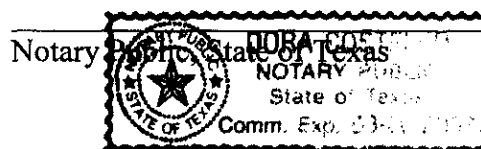
This instrument was acknowledged before me on April 29, 2003, by Jerry Breshears, the President of the Property Owners Association for the Meadows at Trinity Crossing, Inc., a Texas nonprofit corporation, on behalf of said corporation.



STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on April 29, 2003 by [Signature], the Secretary of the Property Owners Association for the Meadows at Trinity Crossing, Inc., a Texas nonprofit corporation, on behalf of said corporation.



After Recording Please Return To:

James M. Nias
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



04-30-2003 02:29 PM 2003095852
BAZANJ \$17.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**THIRD AMENDMENT TO
MEADOWS AT TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, on or about April 22, 1999, Westminster Falcon/Trinity, L L P ("Declarant") executed that certain instrument entitled "Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" which was recorded at Document No 1999047329 of the Official Public Records of Travis County, Texas (the "Declaration"), imposing certain covenants, conditions and restrictions on the Property as described therein, and

WHEREAS, the Declaration was duly amended by that certain instrument entitled "First Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" recorded at Document No 2002002565 of the Official Public Records of Travis County, Texas ("First Amendment"), and

WHEREAS, the Declaration was further amended by that certain instrument entitled Second Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions" recorded at Document No 2003095852 of the Official Public Records of Travis County, Texas ("Second Amendment"), and

WHEREAS, both Declarant and the membership of the Sendero Hills Property Owners Association, Inc , formerly known as the Property Owners Association for the Meadows at Trinity Crossing, Inc ("Association"), by the vote of at least 67% of the votes of the Association as defined in the Declaration, desire to further amend the Declaration in certain respects for the improvement, protection and better development of the Property; and more specifically to reflect the fact that the Property subject to the Declaration is now known as **SENDERO HILLS** and that the name of the Association has been changed to Sendero Hills Property Owners Association, Inc , NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the Declaration be and is hereby amended in the following respects by this Third Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions ("Third Amendment")

I. Section 1 4 of the Declaration is amended to read hereafter as follows:

1 4 Association "Association" shall mean and refer to Sendero Hills Property Owners Association, Inc , a Texas non-profit corporation, its successors and assigns

II Section 5 1 of the Declaration is amended to read hereafter as follows:

5.1 Organization The Sendero Hills Property Owners Association, Inc , a Texas non-profit corporation, shall serve as the Association. The Association shall be charged with the duties, governed by the provision, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons unauthorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

- III. All other references in the Declaration to the Meadows at Trinity Crossing shall now be understood to refer to Sendero Hills
- IV. Capitalized terms used in this Third Amendment shall have the same meanings as given to them in the Declaration
- V. Except as expressly amended by this Third Amendment or by the First Amendment or Second Amendment, all terms and conditions of the Declaration shall remain in full force and effect

Executed this 2nd day of May, 2003

WESTMINSTER FALCON/TRINITY, L L P ,
a Colorado limited liability partnership

By WESTMINSTER MEADOWS, LLC,
an Illinois limited liability company
Its Managing Partner

By Thomas E. Gordon
Name THOMAS E GORDON
Title AUTHORIZED OFFICER

SENDERO HILLS PROPERTY OWNERS
ASSOCIATION, INC , a Texas nonprofit
corporation (formerly known as the Property
Owners Association for the Meadows at Trinity
Crossing, Inc)

By Jerry W. Breshers
Name Jerry W. Breshers
Title President

By Rose Jones
Name Rose Jones
Title Secretary

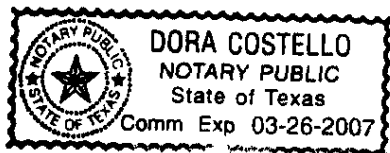
STATE OF ILLINOIS §
COUNTY OF LAKE §

This instrument was acknowledged before me on MAY 2, 2003, by THOMAS E. GORDON, the AUTHORIZED OFFICER of Westminster Meadows, LLC, an Illinois limited liability company, as managing partner of Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership, on behalf of said limited liability partnership

Nancy J. Reed
Notary Public, State of ILLINOIS

STATE OF Texas §
COUNTY OF Travis §

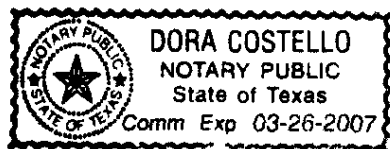
This instrument was acknowledged before me on May 5, 2003, by _____, the President of Sendero Hills Property Owners Association, Inc., formerly known as the Property Owners Association for the Meadows at Trinity Crossing, Inc., a Texas nonprofit corporation, on behalf of said corporation



Dora Costello
Notary Public, State of Texas

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on May 5, 2003, by _____, the Secretary of Sendero Hills Property Owners Association, Inc., formerly known as the Property Owners Association for the Meadows at Trinity Crossing, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Dora Costello
Notary Public, State of Texas

After Recording, Please Return To

James M Nias
Jackson Walker L L P
100 Congress Avenue, Suite 1100
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



05-08-2003 03 06 PM 2003104208
ZAVALAR \$15 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS



**Sendero Hills Property Owners Association, Inc.
Management Certificate**

This Management Certificate is recorded pursuant to Chapter 209 of the Texas Property Code, and as is follows:

The name of the subdivision is: Sendero Hills

The name of the Association is: Sendero Hills Property Owners Association, Inc.

The recording data for the subdivision is:

Meadows at Trinity Crossing Phase One-B, Recorded in Volume 97, Pages 47-49 of The Plat Records of Travis County, Texas

Meadows at Trinity Crossing Phase 2-B-1, Amended Plat, Recorded in Volume 99, Pages 196-200 of The Plat Records of Travis County, Texas

Amended Plat of Sendero Hills Phase 3, Recorded in Plat Records of Travis County, Texas as Document No. 200700042

The recording data for the Declaration is:

Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions, Recorded as Document No. 2000047109 in the Real Property Records of Travis County, Texas.

First Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions, Recorded as Document No. 2002002565 of the Official Public Records of Travis County, Texas.

Second Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions, Recorded as Document No. 2003095852 of the Official Public Records of Travis County, Texas.

Third Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions, Recorded as Document No. 2003104208 of the Official Public Records of Travis County, Texas.

For Cross Reference, these original documents were filed, but amended and restated through the documents referenced above: The Meadows at Trinity Crossing Declaration of Covenants, Conditions and Restrictions recorded in Real Property Records Travis County, Texas Volume 12485, pages 0702-0717, Real Property Records Travis County, Texas, Volume 12527, pages 0688-0708. The Meadows at Trinity Crossing Amendment of Declaration of Covenants, Conditions and Restrictions recorded in Real Property Travis County, Texas, Volume 12821, Pages 1610-1612, Film Code 00005514789; The Meadows at Trinity Crossing Second Amendment of Declaration of Covenants, Conditions and Restrictions recorded in Real Property Records Travis County, Texas, Volume 13192, pages 0292-0295, Film Code 00005736792.

The following documents have been recorded to incorporate the Association:

Articles of Incorporation of Property Owners Association for The Meadows at Trinity Crossing, Inc. filed in the Office of the Secretary of State of Texas April 26, 1999 Corporations Section.

Articles of Amendment to The Articles of Incorporation of Property Owners Association for The Meadows at Trinity Crossing, Inc. filed in the Office of the Secretary of State of Texas May 08, 2003 Corporations Section.

Certificate of Amendment of Sendero Hills Property Owners Association, Inc. No. 153289201 formerly: Property Owners Association for The Meadows at Trinity Crossing, Inc. issued by the Secretary of State of Texas May 08, 2003.

The following are additional documents that have been filed and recorded with Travis County, Texas:

Assignment of Declarant Rights by Joe McDaniel Construction Co., Inc. recorded in Real Property Records Travis County, Texas in Volume 13278, pages 2728-2729, Film Code 00005806219.

Assignment of Declarant Rights by Global Southwest Development, Inc. recorded in Real Property Records Travis County, Texas in Volume 13192, pages 0296-0297, Film Code 00005736793.

The mailing address of the Association or the name and mailing address of the person/entity managing the Association is:

Sendero Hills Property Owners Association, Inc.
c/o RealManage
Attn: Transition Services
16200 Addison Rd, Suite 150
Addison, TX 75001

Other information the Association considers appropriate is:

The Bylaws of The Property Owners Association for the Meadows at Trinity Crossing, Inc. adopted by Consent of Directors in Lieu of Organizational Meeting on the 1st day of September, 1999.

Information may be obtained by calling the Association's Management Company at 866-473-2573.



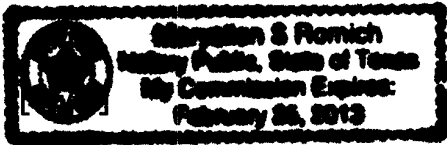
Cheryl Bleiler Veldman

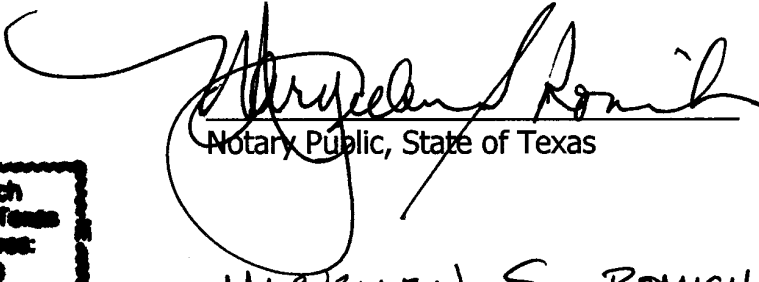
Managing Agent of Sendero Hills Property Owners Association, Inc., RealManage

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 19 FEBRUARY, 2009 by Cheryl Bleiler Veldman, managing agent of Sendero Hills Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.




Notary Public, State of Texas

MARJELLEN S. ROMICH
Typed or printed name
My commission expires: 02-25-13

After Recording Return to:
RealManage
13809 Research Blvd, Ste 525
Austin, TX 78750

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2009 Feb 23 03:35 PM 2009027175

SIFUENTEZY \$28.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



TRV

2013188067

5 PGS

DB
5

(Above Space for Recorder's Use)

Declaration Cross-Reference:

Meadows at Trinity Crossing Amendment and Restatement
of Declaration of Covenants, Conditions and Restrictions
recorded as Document No. 1999047329,

Travis County, Texas Official Public Records; and
Meadows at Trinity Crossing Amendment and Restatement
of Declaration of Covenants, Conditions and Restrictions
recorded as Document No. 2000047109, aforesaid records.

**SECOND AMENDMENT TO MEADOWS AT TRINITY
AMENDMENT AND RESTATEMENT OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO MEADOWS A TRINITY CROSSING
AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 19th day of
Sept, 2013, by **REDUS Texas Land, LLC**.

RECITAL:

WHEREAS, Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership
executed that certain Meadows at Trinity Crossing Amendment and Restatement of Declaration
of Covenants, Conditions and Restriction dated April 22, 1999, recorded as Document No.
1999047329 of the Official Public Records of Travis County, Texas (the "Original
Declaration"); and

WHEREAS, the Original Declaration was amended in that certain Westminster
Falcon/Trinity, L.L.P., a Colorado limited liability partnership executed that certain Meadows at
Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and
Restriction dated March 22, 2000, recorded as Document No. 2000047109, aforesaid records, as
amended by that certain First Amendment to Meadows at Trinity Crossing Amendment and
Restatement of Declaration of Covenants, Conditions and Restriction recorded as Document No.
2000047109, aforesaid records (the "Sendero Hills Declaration"); and

WHEREAS, subsequent to the execution of the Sendero Hills Declaration, the Original Declaration was amended by that certain First Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restriction dated December 12, 2001, recorded as Document No. 2002002565, aforesaid records, as further amended by that certain Second Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restriction dated April 29, 2003, recorded as Document No. 2003095852, aforesaid records, and as further amended by that certain Third Amendment to Meadows at Trinity Crossing Amendment and Restatement of Declaration of Covenants, Conditions and Restriction dated May 2, 2003, recorded as Document No. 2003104208, aforesaid records (collectively, the "Original Declaration Amendments"); and

WHEREAS, pursuant to that certain Assignment of Declarant Rights recorded on May 1, 2012 as Document No. 2012067630, aforesaid records, REDUS Texas Land, LLC is the "Declarant" of the Sendero Hills Declaration; and

WHEREAS, pursuant to Section 9.3 of the Sendero Hills Declaration, Declarant has the right to unilaterally amend the Sendero Hills Declaration until August 1, 2014; and

WHEREAS, Declarant desires to amend the Sendero Hills Declaration to incorporate certain terms and conditions set forth in the Original Declaration Amendments, but omitted from the Sendero Hills Declaration presently in effect; and

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

1. Association. Section 1.4 of the Sendero Hills Declaration is deleted in its entirety and substituted with the following in lieu thereof:

"1.4 Association. "Association" shall mean and refer to Sendero Hills Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns."

2. Organization. Section 5.1 of the Sendero Hills Declaration is amended to delete the phrase "The Meadows at Trinity Crossing Property Owners Association" from the beginning of the first sentence and substitute the phrase "The Sendero Hills Property Association" in lieu thereof.

3. Right of Enforcement. Section 9.10(A) of the Sendero Hills Declaration is amended to include the following sentence:

"In addition, and without limiting the foregoing, the Declarant or its representative and/or the Board shall have the right, without being liable to any Owner, Tenant or other person, to enforce the provisions of Section 3.15 of this Declaration by towing or causing to be towed from any Lot or roadway within the Property any vehicle which is in violation of said 3.15, may charge the cost thereof to the violator, and may collect such costs in any manner allowed by this Section 9.10."

4. **Miscellaneous.** The terms, provisions, and definitions set forth in the Recital are expressly incorporated into the body of this Amendment. All capitalized terms not defined in this Amendment shall have the same meaning ascribed to them in the Sendero Hills Declaration. Except as modified above, the Sendero Hills Declaration shall remain unchanged and in full force and effect. This Amendment shall be binding upon and inure to the benefit of all Owners and their respective heirs, legal representatives, successors and assigns.

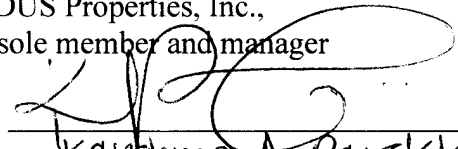
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed and sealed this Amendment as of the date first above written.

DECLARANT:

REDUS TEXAS LAND, LLC, a Delaware limited liability company

By: REDUS Properties, Inc.,
its sole member and manager

By: 
Name: Karishma A. Parakh
Title: Assistant Vice President

[SEAL]

STATE OF NC §

COUNTY OF Mecklenburg

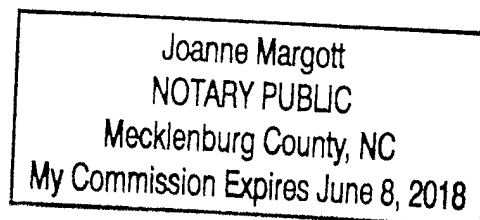
I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, the foregoing instrument was acknowledged before me by KARISHMA PARAKH, ASST. VICE PRES on behalf of WELLS FARGO CORPORATION, freely and voluntarily under authority duly vested in him by said corporation. She/He is personally known to me or who has produced a driver's license as identification.

WITNESS my hand and official seal in the City and State last aforesaid this 19th day of SEPT, 2013.


Notary Public

My Commission Expires: 6/8/18

After recording please return to:
Seyfarth Shaw LLP
700 Louisiana Street
Suite 3700
Houston, TX 77002-2797
Attention: Christina M. Putman, Esq.



✓Return: Via Fed-ex

OLD REPUBLIC NATIONAL TITLE - VIA FED-EX
ATTN: MELISSA LAWSON
8201 PRESTON RD #450
DALLAS TX 75225

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Oct 14, 2013 05:10 PM 2013188067

BARTHOLOMEWD: \$42.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(03) 01247-15209-8M
This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made and entered into by TEXAS INTOWNHOMES, LLC, a Texas limited liability company, as of May 15, 2014.

WHEREAS, pursuant to that certain Assignment and Assumption of Declarant Rights dated as of January, 31, 2014 and filed in the Real Property Records of Travis County Texas as Instrument No. 2014015082, Redus Texas, LLC, granted and assigned to Texas IntownHomes, LLC, all of the rights as "Declarant" under the terms of under the terms and conditions of that certain Declaration of Covenants, Conditions and Restriction filed in the Real Property Records of Travis County, Texas at Volume 12485, Page 0707; Meadows at Trinity Crossing Declaration of Covenants, Conditions, and Restrictions filed in the Real Property Records of Travis County, Texas at Volume 12527, Page 0688, as amended at Volume 12821, Page 1610 and Volume 13192, Page 0292; Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions filed in the Real Property Records of Travis County, Texas as Instrument No. 1999047329, as amended at Instrument Nos. 2002002565 and 2003095852, and 2003104208; Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions filed in the Real Property Records of Travis County, Texas as Instrument No. 2000047109, as amended at Instrument No. 2000116633 and Instrument No. 2013188067 as each may have been amended, modified or supplemented (collectively, the "**Declaration**"); and

WHEREAS, pursuant to the terms of the Declaration, as of the date of this Amendment, Declarant holds the right, without the joinder of any third party, to amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as more particularly hereinafter set forth.

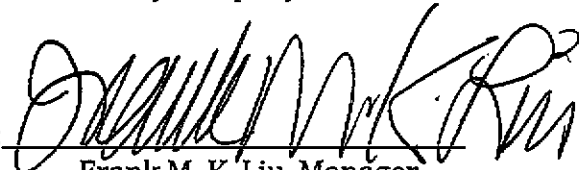
NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. All references in the Declaration to the subdivision covered and encumbered thereby, created pursuant to plats recorded at Volume 97, Pages 46-50 Plat Records of Travis County, Texas, and Volume 99, Pages 196-198 of the Plat Records of Travis County, Texas Volume 96, Pages 89-93, Plat Records of Travis County, Texas, Instrument No. 200600383, 200600399, 200700042, 200700156 and 200700291), to such subdivision as "Meadows at Trinity Crossing" and/or "Sendero Hills" are hereby deleted from the Declaration and, from and after the date of this Amendment, such subdivision shall mean and be referred to as "Agave."

2. All references in the Declaration to the "Association" shall, from and after the date of this Amendment, mean and refer to "Agave Property Owners Association, Inc.," which is a Texas non-profit corporation formerly known as "Sendero Hills Property Owners Association, Inc."
3. Except as expressly amended by this Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

EXECUTED as of the date and year set forth above.

TEXAS INTOWNHOMES, LLC, a Texas
limited liability company

By: 
Frank M. K. Liu, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before the undersigned on the 9th day of May, 2014, by Frank M. K. Liu, Manager of Texas IntownHomes, LLC, a Texas limited liability company, on behalf of such company.





Notary Public, State of Texas

My commission expires;

6-10-14



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 13 2014 01:18 PM

FEE: \$ 30.00 2014068730

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS
FOR
SENDERO HILLS PROPERTY OWNERS ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions, filed as Document No 2000047109 in the Official Public Records of Travis County, Texas (together with all supplements and amendments, the **"Declaration"**).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Sendero Hills Property Owners Association, Inc. (the **"Association"**);

WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located; and

WHEREAS the Association desires to file of record one or more dedicatory instruments in compliance with the cited statute;

THEREFORE the Association does hereby file the attached dedicatory instruments of record to put members of the public on notice of their existence and substance.

SENDERO HILLS PROPERTY OWNERS ASSOCIATION, INC.



By: William M. Heyer
Title: Attorney-in-Fact

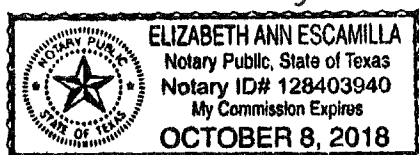
Exhibit "A": Articles of Incorporation
Exhibit "B": Bylaws

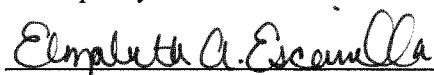
Acknowledgement

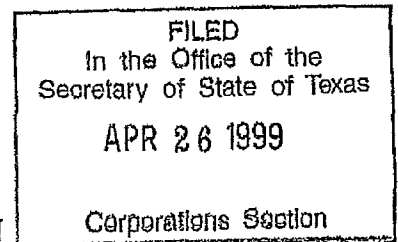
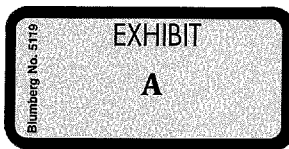
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 26 day of August,
2016, by William M. Heyer in the capacity stated above.




Notary Public, State of Texas



**ARTICLES OF INCORPORATION
OF
PROPERTY OWNERS ASSOCIATION
FOR THE MEADOWS AT TRINITY CROSSING, INC.
(A Texas Non-Profit Corporation)**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation

ARTICLE I

Name

The name of the corporation is PROPERTY OWNERS ASSOCIATION FOR THE MEADOWS AT TRINITY CROSSING, INC. hereinafter called the "Association".

ARTICLE II

Non-Profit Corporation

The Association is a non-profit corporation

ARTICLE III

Duration

The period of its duration is perpetual.

ARTICLE IV

Purposes and Powers

1. The purpose or purposes for which said Association is organized are to promote the objectives of the Declarant, Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership and its successors and assigns, and for the benefit and betterment of the residents and property owners in the Meadows at Trinity Crossing Subdivisions, a planned community in Travis County, Texas, which are or hereafter become subject to the Declaration of Covenants, Conditions and Restriction dated October 4, 1994, recorded in Volume 12485, Page(s) 707, and the Meadows at Trinity Crossing Declaration of Covenants, Conditions and Restrictions dated September 12, 1995, recorded in Volume 12527, Page 688, both in the Real Property Records, Travis County, Texas, and any amendments or supplements thereto (the "Declaration").

2. The Association shall be empowered to:

- a. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and same may be supplemented or amended from time to time as therein provided;
- b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses taxes and governmental charges levied or imposed against the property of the Association and to make disbursements, expenditures and payments on behalf of the Association's members as required by the Declaration and the By-Laws of the Association; and to hold as agent for said Association members' reserves for periodic repairs and capital improvements to be made as directed by the Association's Board of Directors;
- c. acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations set forth in the Declaration;
- d. borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Declaration;
- e. dedicate, sell or transfer all or any part of the common properties owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's Board of Directors;
- f. contract with the appropriate governmental authorities regarding the construction, maintenance, repair and replacement of landscape and irrigation improvements for any public right-of-way within or abutting the above-described subdivisions;
- g. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area as provided by the Bylaws and the Declaration, and
- h. have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.

3. The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in this Article IV; and no part of its property, whether income or principal shall ever inure to the benefit of any Director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such Director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one (1) or more of its stated purposes. The Association shall not engage in, and none of its funds or property shall be devoted to carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE V

Membership

Every record owner, whether one or more persons or entities of title to any developed or undeveloped lot or lots subject, by covenants of record, to assessment by the Association, including, contract sellers, developers and builders, shall be a voting member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Any mortgagee or lienholder who acquires title to any lot which is a part of the above-described property, to the extent that the lot or lots are subject to the provisions of the Declaration, through judicial or non-judicial foreclosure, shall be a member of the Association.

ARTICLE VI

Voting Rights

The voting rights of various members of the Association shall be in accordance with the Declaration.

ARTICLE VII

Registered Agent

The street address of the initial registered office of the Association is: c/o Dunagan Weichert Associates, 1120 Capital of Texas Highway South, Building 3, Suite 200, Austin, Texas 78746, and the name of its initial registered agent at such address is Mr. Glenn K. Weichert.

ARTICLE VIII

Board of Directors

The number of directors constituting the initial Board of Directors is three (3). The directors need not be members of the Association. The names and addresses of the persons who are to serve as the initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mirko B Vukovich	c/o Colorado Real Estate and Investment 2 West Dry Creek Circle, Suite 200 Littleton, Colorado 80120-4479
Thomas Westing	c/o Meadows at Trinity Crossing 5600 Pinon Vista Drive Austin, Texas 78724
Timothy Kent Wood	c/o Meadows at Trinity Crossing 5600 Pinon Vista Drive Austin, Texas 78724

ARTICLE IX

Incorporator

The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Glenn K. Weichert	Dunagan Weichert Associates 1120 Capital of Texas Highway South Building 3, Suite 200 Austin, Texas 78746

ARTICLE X

Limitation of Liability

No director of the Association shall be personally liable to the Association or its members for monetary damaged for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (1) breach of a director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (4) an act or omission for which the liability of a director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suite or claim that, but for this Article, would accrue or arise, prior to such amendment or repeal. If the Texas Non-Profit corporation Act or the Texas Miscellaneous Corporation Laws Act is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit corporation Act or the Texas Miscellaneous Corporation Laws Act, as so amended from time to time.

ARTICLE XI

Amendment

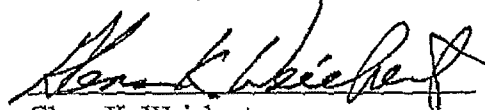
Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the Association

ARTICLE XII

Dissolution

The Association may be dissolved with the written consent of not less than two-thirds (2/3) of each class of members. upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the association shall be held and owned by the members proportionately as tenants in common according to the number of lots owned.

IN WITNESS WHEREOF, I hereunto set my hand this the 23rd day of April, 1999.


Glenn K. Weichert

**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
PROPERTY OWNERS ASSOCIATION
FOR THE MEADOWS AT TRINITY CROSSING, INC.
(A Texas Non-Profit Corporation)**

FILED
In the Office of the
Secretary of State of Texas
MAY 08 2003
Corporations Section

Pursuant to the provisions of Article 1396, Section 4.02 and 4.03 of the Texas Non-Profit Corporation Act (the "Non-Profit Corporation Act"), the undersigned Texas non-profit corporation adopts the following amendments to its articles of incorporation:

ARTICLE ONE

The name of the non-profit corporation is Property Owners Association for the Meadows at Trinity Crossing, Inc.

ARTICLE TWO

Article I of the Articles of Incorporation of this corporation is hereby amended and restated to read as follows:

ARTICLE I
Name

The name of the corporation is SENDERO HILLS PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE THREE

Article VII of the Articles of Incorporation of this corporation is hereby amended and restated to read as follows:

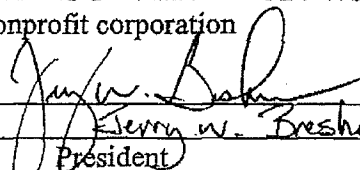
ARTICLE VII
Registered Agent

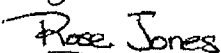
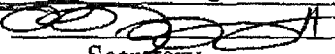
The street address of the registered office of the Association is 1776 Yorktown, Suite 850, Houston, Texas 77056, and the name of its agent at such address is Fred B. Griffin.

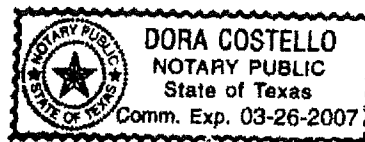
ARTICLE FOUR

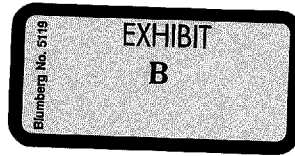
The amendments set forth herein were approved and adopted by at least 67% of the votes of the members of the Association, which votes were cast at a membership meeting held January 6, 2003, at which a quorum was present.

PROPERTY OWNERS ASSOCIATION FOR THE
MEADOWS AT TRINITY CROSSING, INC.,
a Texas nonprofit corporation

By: 
Name: Perry W. Breshers
Title: President

By: 
Name: 
Title: Secretary





BYLAWS

OF

PROPERTY OWNERS ASSOCIATION FOR THE MEADOWS AT TRINITY CROSSING, INC.
(A Non-Profit Corporation)

ARTICLE I

GENERAL

Section 1. Name. The name of the organization shall be Property Owners Association for the Meadows at Trinity Crossing, Inc. (the "Association").

Section 2. Applicability. These Bylaws provide for the self-government of Meadows at Trinity Crossing Subdivisions, a planned community in Travis County, Texas, which are or hereafter become subject to the MEADOWS AT TRINITY CROSSING MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Document TRV 1999047329, Official Records, Travis County, Texas and any Supplemental Declarations, all as may be amended from time to time. This document and any amendments thereto shall hereinafter be referred to as the "Declaration" and all property subject to its covenants, conditions and restrictions shall hereinafter be referred to as the "Property." Unless otherwise expressly defined herein, all capitalized terms shall be construed to have the meanings assigned to them in the Declaration.

Section 3. Declarant. "Declarant" shall mean Westminster Falcon/Trinity, L.L.P., a Colorado limited liability partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Westminster Falcon/Trinity, L.L.P., as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 4. Common Properties. There are currently no "Common Properties" to be owned or planned to be owned by the Association. Any reference herein to Common Properties or assessments for maintenance of Common Properties are applicable only in the event the Association shall subsequently own, maintain, or operate Common Properties.

Section 5. Lot. "Lot" or "Lots" shall mean any single family lot within a Subdivision, together with all Improvements located thereon.

Section 6. Lot Owner. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to a Lot or Lots or Potential Lots, including, but not limited to, a developer, builder, or other person or entity holding title to a developed or undeveloped Lot or

Lots, but specifically excluding a person or entity with an interest in a Lot or Lots merely as security for the performance of an obligation.

Section 7. Compliance. All Lot Owners within the Property as well as their tenants, agents, patrons, employees, invitees, guests and any other person that might use the Common Properties shall comply with these Bylaws. The mere acquisition or rental of any of the Lots within the Property or the mere act of use or occupancy will signify that these Bylaws are accepted, ratified and will be strictly followed.

ARTICLE 2

CORPORATE OFFICE

Section 1. Principal Office. The principal office of the Association shall be at 5600 Pinon Vista Drive, Austin, Texas 78724, unless otherwise determined by the Board of Directors (sometimes hereinafter referred to as the "Board").

Section 2. Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

Section 3. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 3

MEMBERS

Section 1. Composition of Membership. All Lot Owners shall be Members of the "Association". Except as to those matters which the Declaration or these Bylaws specifically requires to be performed by the vote of the Lot Owners or by their First Mortgagees, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 5 hereof. Every record Lot Owner shall automatically become, upon acquisition of title, a "Member" of this Association and be subject to these Bylaws. Membership will cease, without any formal Association action, whenever such Member ceases to own title to a Lot.

Section 2. Voting Rights. All Lot Owners shall be entitled to voting rights in the Association with the number of votes to be cast by the Owner(s) of each Lot to be as provided in the

Declaration. Where there is more than one record Lot Owner ("Co-owners"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one vote shall be cast with respect to each Lot. Co-owners owning the majority interests in a Lot shall from time to time designate in writing one of their number to vote. Fractional votes among the Co-owners owning a single Lot shall not be allowed. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the Co-owners owning majority interests in the Lot mutually agree. No votes shall be cast for any Lot if the majority of the Co-owners present in person or by proxy and representing such Lot cannot agree to said vote. The non-voting Co-owner or Co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All corporate Owners must deliver to the Board of Directors a resolution of the Board of Directors of the corporate Owner executed by an officer of such corporate Owner designating an agent to vote for such corporate Owner on Association matters. Any other Owner (except for an Owner who is a natural person) must deliver to the Board of Directors such documents as the Board of Directors may reasonably require to evidence the designation of an agent to vote for such Owner on Association matters. All agreements and determinations lawfully made by the Association in accordance with the voting allocations established herein or in the Declaration affecting the Property, shall be binding on all Owners, their heirs, administrators, successors and assigns.

Section 3. Votes Required for Passage. At a meeting at which a quorum is present, the vote of the Members holding a majority of the votes represented in person or by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws. The Members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4. Proxy. A Member may vote either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly made irrevocable on its face and unless otherwise made irrevocable by law; provided, however, notwithstanding the foregoing, every proxy shall be revocable and shall automatically terminate upon conveyance by a Member of his Lot. Each proxy shall be filed with the Secretary prior to or at commencement of the meeting.

Section 5. No Cumulative Voting. At each election for directors, each Member entitled to vote shall have the right to vote, in person or by proxy, one vote for each Lot owned for each director to be elected. Cumulative voting shall not be permitted.

Section 6. Voting Method. Voting on any question or in any election may be by voice vote or show of hands, unless the presiding officer shall order, or any Member shall demand, that voting be by written secret ballot.

ARTICLE 4

MEETINGS OF MEMBERS

Section 1. Meeting Date. The first annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held within one year from the date of incorporation of the Association, and subsequent annual meetings of the Members shall be held within one hundred twenty (120) days after the end of the fiscal year of the Association at such hour as shall be determined and stated in the notice of said meeting.

Section 2. Meeting Place. All meetings of the Members shall be held at the principal office of the Association or at such other place, within the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 3. Failure to Hold Annual Meeting. Failure to hold the annual meeting at the designated time shall not work as a dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time. Such demand shall be made in writing by certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 4. Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President, the Board of Directors, or the holders of not less than one-tenth (1/10) of all the votes entitled to vote at the meetings. No business other than that specified in the notice of meeting shall be transacted at a special meeting.

Section 5. Notice of Meetings.

5.1. Written Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least fifteen (15) days, but not more than fifty (50) days, before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the membership rolls of the Association, with postage thereon prepaid.

5.2. Waiver. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6. Informal Action By Members. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of Members and may be stated as such in any articles or documents filed with the Secretary of State.

Section 7. Quorum. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of these Bylaws and the Declaration, shall constitute a quorum at a meeting of the Members. If a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 8. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Reports of Officers and Board of Directors;
- (e) Report of Management Agent, if any, and if present;
- (f) Report of Committees, if any;
- (g) Election of Members of the Board of Directors (when so required);
- (h) Unfinished Business;
- (i) New Business;
- (j) Consideration of adequacy of reserves; and
- (k) Adjournment.

Section 9. Conduct of Meeting. The President or his designee shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Association such resolutions as are adopted by the Members as well as a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

ARTICLE 5

DIRECTORS

Section 1. Management. The business and affairs of the Association shall be managed by the Board of Directors.

Section 2. Number of Directors. The number of directors as of the date of the institution of these Bylaws shall be three (3). Thereafter, the number of directors may be increased or decreased, from time to time by amendment of these Bylaws upon a two-thirds (2/3) vote of the Members at the annual meeting or at a special meeting called for that purpose; provided, however the number of directors shall not be decreased to less than three (3). No decrease shall have the effect of shortening the term of any incumbent director. A director need not be an officer, director or designee of Declarant, and need not be a Lot Owner, a mortgagee of Lots or a resident of the State of Texas.

Section 3. Election and Term of Office. The initial Board of Directors, designated in the Articles of Incorporation, shall serve until the annual meeting in 2001. At the annual meeting in 2001, the Members shall elect a successor for each Director to serve for a term of one year. At each annual meeting thereafter, the Members shall elect Directors to serve for one-year terms. Unless removed in accordance with these Bylaws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

Section 4. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Properties, and it may do all such acts and things as are not by law, by these Bylaws, or by the Declaration directed to be exercised and done exclusively by the Members. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

- (a) The power and duty to select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation, the Declaration and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board;
- (b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations (the "Meadows at Trinity Crossing Rules") therefor consistent with the law, with the Articles of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable;

- (c) The power and duty to fix and levy from time to time regular annual assessments and special assessments upon the Members, as provided in the Declaration, to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the authorized expenses of the Association and of taxes and assessments upon real or personal property owned, leased controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the health, safety, general benefit and welfare of its Members, in accordance with the provisions of the Declaration. Subject to any limitations imposed by the Declaration and these Bylaws, the Board of Directors shall have the power and duty to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate funds for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Directors from the Members, attributable to replacement funds, for maintenance costs recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Members and shall not be commingled with other assessments collected from the Members. Such Annual Assessments and Special Assessments shall be fixed in accordance with the provisions of these Bylaws and the Declaration. Should any Member fail to pay such assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided herein and in the Declaration;
- (d) The power and duty to enforce the Meadows at Trinity Crossing Restrictions, Rules and Regulations as defined in the Declaration;
- (e) The power and duty to contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, insuring, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on the Property). The Board shall review, not less frequently than annually and in advance of expiration dates, all insurance policies and bonds obtained on behalf of the Association by the Board or by agents of the Association;
- (f) The power and duty to contract and pay for repairs, maintenance, gardening, utilities, materials and supplies, and services relating to the Property and to employ personnel necessary for the operation of the Property and to keep in good order, condition and

repair, all of the Common Properties, if any, and all items of personal property used in the enjoyment of the entire premises, including the power to contract and pay for legal and accounting services, and to contract for and pay for Improvements on the Common Properties;

- (g) The power and duty to accept assignment of or enter into license and/or maintenance agreements with the City of Austin or other appropriate governmental authority to construct, maintain, repair and replace landscape improvements and irrigation systems within any public right-of-way crossing or abutting the Property;
- (h) The power, but not the duty, to delegate its powers according to law;
- (i) The power and the duty to grant and maintain easements where necessary for utilities, sewer facilities and other public purposes to serve the Property;
- (j) The power and duty to adopt such rules and regulations ("Meadows at Trinity Crossing Rules and Regulations") as the Board may consider necessary for the management of the Property, which Meadows at Trinity Crossing rules shall become effective and binding after (1) they are adopted by a majority of the Board at a duly called meeting, and (2) they are either mailed or otherwise delivered to each Member, and (3) they are posted in a conspicuous place at the Association offices at 5600 Pinon Vista Drive, Austin, Texas 78724, or recorded. Such Rules and Regulations may address, without limitation, use of the Common Properties, signs, parking restrictions, minimum standards of property maintenance, and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Meadows at Trinity Crossing Rules shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws; and the Meadows at Trinity Crossing Rules may not be used to amend any of said documents;
- (k) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the Association and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by Members representing at least fifty percent (50%) of the total voting power of the Association;
- (l) The power, but not the duty, to sell personal property of the Association; provided, however, that the prior vote or written approval of the Members entitled to cast at least a majority of the voting power of the Association must be obtained to sell, during any fiscal year, personal property of the Association;

- (m) The irrevocable right of access to each Lot at reasonable hours as may be necessary for the maintenance, repair or replacement of any improvements to the Common Properties to prevent damage to the Common Properties;
- (n) The irrevocable right of access to each Lot at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Properties;
- (o) The power, but not the duty, to borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners;
- (p) The power and the duty to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be considered advisable by the Board of Directors;
- (q) The power and duty to make repairs, additions, alterations and improvements to the Common Properties consistent with managing the Project in a manner in keeping with the character and quality of the neighborhood in which it is located, and consistent with the best interests of the Lot Owners, the Declaration and these Bylaws;
- (r) To protect and defend the entire Common Properties from loss and damage by suit or otherwise;
- (s) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Lot Owners and any first mortgagee of a Lot, and to cause a complete review of the books and accounts to be made by a competent, independent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner a compilation statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any first mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association; and
- (t) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of the Common Properties.

Section 5. Manager. The Board of Directors may employ for the Association a professional independent contractor ("Manager") at a compensation established by the Board of Directors, to

perform such duties and services as the Board of Directors shall authorize. Provided, however, that any management contract entered into with such Manager may not be entered into for a term exceeding three (3) years, provided further that any such management contract may be terminated by the Association with or without cause during the time of the same upon thirty (30) days' prior written notice.

Section 6. Removal. Any director may be removed either for cause or without cause at a special meeting of the Members called for that purpose. Removal shall be accomplished by the affirmative vote of a majority (based on vote) of the Owners' votes entitled to be cast and represented in person or by proxy at such meeting which are entitled to vote for the election of such director.

Section 7. Vacancy. A vacancy on the Board of Directors may be filled either (1) by appointment at any meeting of the Board of Directors by a majority of the directors then in office, though less than a quorum, or (2) by election at a special meeting of the Members called for that purpose. Each successor director shall be elected or appointed for the unexpired term of his predecessor in office and shall serve until his successor shall be elected and shall qualify. Any directorship to be filled by reason of any increase in the number of directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose. No action by the Board of Directors shall be invalid solely for the reason that there existed one or more vacancies on the Board of Directors at such time.

Section 8. Committees.

8.1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specifically delegated by the Texas Non-Profit Corporation Act or other applicable law, the Articles of Incorporation, or these Bylaws, but the designation of such committee and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board. Actions by the Executive Committee shall be ratified by the Board of Directors within 90 days of said action.

8.2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President when authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to directors.

8.3. Compensation. Directors, as such, shall not receive any salary for their services, but, by resolution of the Board a fixed sum, plus expenses of attendance, if any, may be

paid for attendance at each regular or special meeting of the Board. Nothing herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor. Members of the executive committee may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

Section 10. Location of Meetings. The directors of the Association may hold regular or special meetings either within or without the State of Texas.

Section 11. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than as provided in these Bylaws immediately after and at the same place as the annual meeting of the Members.

Section 12. Other Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the President, or any two directors. Notice of the call of a special meeting shall be in writing and delivered for transmission to each of the directors not later than during the third day immediately preceding the day for which such meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears in the records of the Association with postage thereon paid. Neither the business proposed to be transacted, nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 14. Telephonic Conference. Subject to the provisions for notice required by these Bylaws and the Texas Nonprofit Corporation Act for notice of meetings, directors may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in the meeting shall constitute presence in person at the meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 15. Waiver of Notice. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance of a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 16. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise specifically

required by law or these Bylaws. If a quorum is not present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

Section 17. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Board of Directors such resolutions that are adopted by the Board of Directors and a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 18. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any executive committee, or other committee may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors or executive committee then in office, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State.

Section 19. Chairman. The Board of Directors, by resolution adopted by a majority of the members then in office, may elect one from among their number to serve as chairman and preside at meetings of the Board. The chairman shall serve at the will of the Board of Directors. In absence of such election, the President shall preside at meetings of the Board of Directors.

Section 20. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers, directors, and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute an expense payable from assessment revenues.

ARTICLE 6

OFFICERS

Section 1. Designation of Officers. The officers of the Association shall be elected by the directors and shall be a president, a vice-president, a secretary and a treasurer. The Board of Directors may also elect additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person. The duties of the offices of Secretary and Treasurer shall be performed by a single individual and the title shall be "Secretary-Treasurer" unless the Board of Directors shall decide otherwise. No amendment of these Bylaws shall be required for the Board to elect a separate Secretary and Treasurer to perform the duties set out hereafter.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting

of the Association to serve until the next election of officers. Each officer shall hold office until his successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

Section 3. Appointment of Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems necessary. Such officers and agents shall be appointed for such term not to exceed one year and shall exercise such powers and perform such duties as may be determined from time to time by the Board.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors, or members of the executive committee, may be removed at any time either for cause or without cause by the affirmative vote of a majority of the whole Board of Directors. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create any contract right.

Section 5. Duties of President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and, in the absence of an elected chairman of the Board, at all meetings of the Board of Directors. The president shall present at each annual meeting of the Members and of the Board of Directors a report of the condition of the Association. The president shall cause to be called the regular and special meetings of the directors and the Members in accordance with these Bylaws. The president shall appoint and remove, employ and discharge and fix the compensation of all agents and employees of the Association other than himself, subject to the approval of the Board of Directors. The president shall sign and make contracts and agreements in the name of the Association. The president shall see that the books, reports, statements, and certificates required by law are properly kept. The president shall enforce these Bylaws and perform all of the duties normally incident to the position and office of the president.

Section 6. Duties of Vice-President. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Each vice-president shall also have such powers and perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. Duties of Secretary. The secretary shall attend all meetings of the members and of the Board of Directors. The secretary shall keep a true and complete record of the proceedings, including all votes and resolutions presented at these meetings, in a book to be kept for that purpose. The secretary shall be custodian of the records and of the seal, if any, of the Association, and shall affix the same, if the Association so has a seal, to documents, the execution of which is duly authorized. The secretary shall give or cause to be given all notices required by law, the Declaration, the Restrictive Covenants or these Bylaws. The secretary shall also perform such other duties as may be prescribed by the Board of Directors or the President.

Section 8. Duties of Treasurer. The treasurer shall have the care and custody of and be responsible for the funds and properties of the Association and shall deposit such funds in the name of the Association in such depositories as the Board of Directors may from time to time designate. The treasurer shall sign, make and endorse in the name of the Association all checks, drafts, warrants, and orders for the payment of money and shall pay out and dispose of same and receipt therefor, under the direction of the president or the Board of Directors, unless such authority has been delegated to a management company acting on behalf of the Association. The treasurer shall disburse funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors is not necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall exhibit at reasonable times and upon reasonable request his books and records of account to any director or Member of the Association. The treasurer shall cause an annual review of the Association books to be made by a certified public accountant, or public accountant, at the completion of each fiscal year; and shall, with the Board of Directors, prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver a copy of each to the Members. The treasurer shall also render a statement of the condition of the financial affairs of the Association at each regular meeting of the Board of Directors and at such other times as he may be directed by the Board of Directors or by the president.

ARTICLE 7

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification.

1.1. Definitions. For purposes of this Section 1:

(a) References to the Association shall include any domestic or foreign predecessor entity of the Association in a merger, consolidation or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Section.

(b) "Indemnitee" means (a) any present or former director, advisory director, or officer of the Association, (b) any person who, while serving in any of the capacities referred to in clause (a) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (c) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (a) or (b) hereof.

(c) "Official Capacity" means (a) when used with respect to a director, the office of director of the Association, and (b) when used with respect to a person other than a director, the elective or appointive office of the association held by such person or the employment or agency relationship undertaken by such person at the request of or on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or any other enterprise.

(d) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

1.2. Indemnification. The Association shall indemnify an Indemnitee who was, is, or is threatened to be named defendant, respondent or witness in a Proceeding by reason, in whole or in part, of such person serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Subparagraph 1.1(b) above, against any judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the Proceeding if it is determined, in the manner described in Paragraph 1.3. below, that the person (1) conducted himself in good faith, (2) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests, and in all other cases, that his conduct was at least not opposed to the Association's best interests, and (3) in the case of any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by him, the indemnification (i) shall be limited to reasonable expenses actually incurred by the person in connection with the Proceedings and (ii) shall not be made in respect of any Proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. The termination of a Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements for indemnification set forth above. A person shall be deemed to have been found liable in respect of any claim, use or matter only after the person shall have been so adjudged by a court of competent jurisdiction. Notwithstanding any other provision of this Section, the Association shall pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participant in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

1.3. Determinations. The determination required in Paragraph 1.2. above that an Indemnitee has satisfied the prescribed conduct and belief standards must be made (1) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding, (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named

defendants or respondents in the Proceeding, (3) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of this sentence, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors, or (4) by the Members in a vote that excludes the vote of the directors who are named defendants or respondents in the Proceeding. The determination as to reasonableness of expenses must be made in the same manner as the determination that the person has satisfied the prescribed conduct and belief standards, person has satisfied the prescribed conduct and belief standards, except that if the determination that the person has satisfied the prescribed conduct and belief standards is made by special legal counsel, the determination as to reasonableness of expenses must be made by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of the immediately preceding sentence or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

1.4. Advancement of Expenses. Reasonable expenses incurred by an Indemnitee who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed by the Association, in advance of the final disposition of the Proceeding and without any of the determinations specified in Paragraph 1.3. above, after the Association receives a written affirmation by the Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification under Paragraph 1.2. above and a written undertaking by or on behalf of such director to repay the amount paid or reimbursed if it is ultimately determined that he has not met those requirements. The written undertaking described in the immediately preceding sentence to repay the amount paid or reimbursed to him by the Association must be an unlimited general obligation of the Indemnitee but need not be secured, and it may be accepted without reference to financial ability to make repayment.

1.5. Insurance and Other Indemnification. The Association may purchase and maintain insurance or establish and maintain another arrangement on behalf of any Indemnitee against or in respect of any liability asserted against him and incurred by him, both as to action in his Official Capacity and as to action in any other capacity, whether or not the Association would have the power to indemnify him against that liability under these Bylaw or by statute. If the insurance or other arrangements is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the shareholders of the Association. Without limiting the power of the Association to purchase, procure, establish or maintain any kind of insurance or other arrangement, the Association may, for the benefit of Indemnities, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) established a letter of credit, guaranty or surety arrangement. The insurance or other arrangement may be purchased, procured, maintained or established within the Association or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other

arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive, and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

1.6. Report to Members. Any indemnification of or advancement of expenses to an Indemnitee in accordance with this Section or the provisions of any statute shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

1.7. Entitlement. The indemnification provided by this Section shall (1) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation, any law, agreement or vote of Members or disinterested directors, or otherwise (2) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (3) inure to the benefit of the heirs, executors and administrators of such a person.

1.8. Severability. The provisions of this Section are intended to comply with Article 1396-2.22A of the Texas Nonprofit Corporation Act. To the extent that any provision of this Section authorizes or requires indemnification or the advancement of expenses contrary to such statutes or the Articles of Incorporation, the Association's power to indemnify or advance expenses under such provision shall be limited to that permitted by such statutes and the Articles of Incorporation and any limitation required by such statutes or the Articles of Incorporation shall not affect the validity of any other provision of this Section.

1.9. Effect of Amendment. No amendment, modification or repeal of this Section or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnities to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnities, under and 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, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

1.10. Statutory Changes. In the event the indemnification provided by this Section is more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act, then those persons seeking indemnification shall be indemnified to the full extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as it may exist from time to time.

Section 2. Interested Directors and Officers.

2.1. If paragraph 2.2. below is satisfied, no contract or transaction between the Association and any of its directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director or officer at the meeting of the Board or committee authorizing such contract or transaction, or because such person's votes are counted for such purpose.

2.2. Paragraph 2.1. above will apply only if:

(a) The contract or transaction is fair to the Association as of the time it is authorized or ratified by the Board of Directors, a committee of the Board, or the Members; or,

(b) The material facts as to the relationship or interest of each such director or officer as to the contract or transaction are known or disclosed: (i) to the Members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority vote of the Members present; or (ii) to the Board of Directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

2.3. The provisions contained in paragraphs 2.1. and 2.2. above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE 8

COMMON EXPENSES AND ASSESSMENTS

Section 1. No Current Assessments. As of the date of adoption of these Bylaws, the Association has not adopted a budget or levied any assessments on Members. Association expenses are currently paid by Declarant, Westminster Falcon/Trinity, L.L.P. The following provisions of this Article 8 shall apply only in the event the Board of Directors determined that common expenses are to be paid by the Association.

Section 2. Determination of Common Expenses and Assessments.

2.1. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period which shall be designated by the Board of Directors.

2.2. Preparation and Approval of Budget At least thirty (30) days before the end of each fiscal year in which the Board of Directors intends to levy an annual assessment of Members

for the ensuing fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Properties and the personal property owned by the Association, and the rendering to the Owners of all related services, such costs and expenses being referred to herein as the "Common Expenses".

1.3. Notice of Budget. In the event an assessment is levied, the Board of Directors shall send to each Lot Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Lot Owner, at least thirty (30) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Lot Owner's contribution for the Common Expenses of the Association.

1.4. Payment of Assessments. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and in the Declaration including without limitation the right reserved to the Board to recover reasonable attorneys' fees, interests and costs.

1.5. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Lot Owner's obligation to pay his allocable share of the assessments as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

Section 3. Collection of Assessment. The Board of Directors may take prompt action to collect any assessments due from an Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 4. Delinquency and Acceleration. Any installment of an assessment provided for in these Bylaws shall become delinquent if not paid on the due date as established by the Board of Directors of the Association, pursuant to the provisions hereof or pursuant to the Declaration. With respect to each installment of an assessment not paid within thirty (30) days after its due date, the Board of Directors may, at its election, require the delinquent Lot Owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice, by certified mail return receipt requested, to the Lot Owner and to each First Mortgagee of a Lot which has requested a copy of the notice. Such notice shall specify, in addition to any information required to be provided under the Declaration, (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Lot Owner, by which such default must be cured;

and (4) that failure to cure the default on or before the date specified in the notice may result in foreclosure by the Association against the Lot. If the delinquent installments of the assessments of whatever nature, and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Lot Owner and his or its Lot(s) to be immediately due and payable without further demand and may enforce the collection of the full Annual Assessment and any other assessments and all charges thereon in any manner authorized by law, these Bylaws and the Declaration.

ARTICLE 9

JOINT OWNERSHIP

Membership may be held in the name of more than one person, corporation or other entity. In the event ownership is in more than one person, corporation or other entity, all of the Co-owners shall be entitled collectively to only the vote in the management of the affairs of the Association as set forth in the Articles of Incorporation, in the Declaration, and these Bylaws, and said vote may not be divided between Co-owners.

ARTICLE 10

OBLIGATION OF MEMBERS

In addition to other obligations and duties set out in the Declaration and these Bylaws every Lot Owner shall:

- (a) Pay all assessments levied by the Association as due and as provided in the Declaration.
- (b) Maintain, repair and replace, at his own cost and expense all portions of his Lot and improvements thereon requiring maintenance, repair, or replacement, as set forth in the Declaration and in the Restrictive Covenant instrument applicable to his or her section or phase of the subdivision, and subject to the right of the Architectural Review Committee to approve or disapprove alterations.
- (c) Conform to and abide by the Meadows at Trinity Crossing Restrictions in regard to the use of his Lot, any improvements thereon, and the Common Properties which may be adopted in writing from time to time by the Board of Directors and the Association.

ARTICLE 11

NOTICE OF HEARING PROCEDURE

Section 1. Suspension of Privileges: In the event of an alleged violation of the Declaration, these Bylaws or any other Rules and Regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in Section 2 of Article 11 hereof) to the Lot Owner or any agent of the Lot Owner (the "Respondent") alleged to be in default, the Board shall have the right, after affording the Respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all directors on the Board, to take any one or more of the following actions: (1) levy a special assessment if so provided in the Declaration and these Bylaws; (2) suspend or condition the right of said Lot Owner to use any facilities owned, operated or maintained by the Association; (3) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and these Bylaws; or (4) record a notice of noncompliance encumbering the Lots and/or residence of the Respondent. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) suspension may be imposed for so long as the violation continues. No action against a Lot Owner arising from the alleged violation shall take effect prior to the expiration of (a) fifteen (15) days after the Lot Owner's receipt of the complaint pursuant to Section 2, and (b) five (5) days after the hearing required herein. The failure of the Board to enforce any Rules and Regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws, the Declaration, the Restrictive Covenants and the Articles of Incorporation shall be cumulative and none shall be exclusive. However, any individual Lot Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by the Meadows at Trinity Crossing Rules, provided, however, that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Lot Owner where the complaint alleges nonpayment of assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of the Respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special assessment should be levied, shall be initiated by the filing of a written complaint by any Lot Owner or by any officer or member of the Board of Directors with the President of the Association or other presiding members of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, and a reference to the specific provisions of the Declaration, these Bylaws or the Meadows at Trinity Crossing Rules which the Respondent is alleged to have violated. A copy of the complaint shall be delivered by the Association to the Respondent in accordance with the notice procedures set forth in these Bylaws together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as "Respondent" in the accompanying complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the complaint was delivered to you, the Board of Directors may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense" to the Board of Directors at the following address or at such other address as the Board may determine from time to time:

The Meadows at Trinity Crossing
5600 Pinon Vista Drive
Austin, Texas 78724

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact the Board at the following address or at such other address as the Board may determine from time to time:

The Meadows at Trinity Crossing
5600 Pinon Vista Drive
Austin, Texas 78724

The Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board. The Respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Defense.

Section 3. Notice of Hearing. If the Notice of Defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in these Bylaws a notice of hearing, on all interested parties at least ten (10) days prior to the hearing, if such hearing is requested by Respondent. The hearing shall be held no sooner than thirty (30) days, but not later than ninety (90) days after the complaint is mailed or delivered to the Respondent as provided in Section 2, above. The notice to the Respondent shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of The Property Owners Association for the Meadows at Trinity Crossing, Inc. for the Meadows at Trinity Crossing at _____

_____ on the _____ day of _____ 19____ at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors."

Section 4. Hearing. If the Notice of Defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the Respondent. If the Notice of Defense is not timely filed, the Respondent's right to a hearing shall be waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director or other person who mailed or delivered such notice. The notice requirement shall be considered satisfied if the Respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE 12

MISCELLANEOUS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 6. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any authority of the Board of Directors, and shall keep at the registered or principal office all books and records of the Association for inspection by any director or his agent or attorney for any proper purpose at any reasonable time.

Section 7. Inspection of Books. Any person who is a Lot Owner, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, the books and records of account, minutes and

records of the Members of the Association. Such person shall have the right to make extracts therefrom.

Section 8. Financial Records.

8.1. Records. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices.

8.2. Annual Reports. Based on these records, the Board of Directors shall annually prepare or approve a report of the financial activity of the Association for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

8.3. Location of Financial Records and Reports. All records, books, and annual reports of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to all Lot Owners and their First Mortgagees for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

Section 9. Notices. All notices, demands, bills, statement or other communications under these Bylaws shall be in writing and shall be considered to have been duly given if delivered personally or if sent by U. S. first class, prepaid mail unless required to be sent by other methods in the Declaration or these Bylaws.

9.1. Owner. Notice to a Lot Owner, shall be sent to the address which the Lot Owner has designated in writing and filed with the Secretary, or if no such address is designated, at the address of the residence of such Lot Owner; or

9.2. Association. Notice to the Association, the Board of Directors, or the Manager, if any, shall be sent for principal office of one of them, or at such other address as shall be designated by the notice in writing to the Lot Owners pursuant to this Section.

Section 10. Invalidity. The invalidity of any part of these By laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 11. Corporate Seal. The Board of Directors shall provide a seal of the Association, which seal shall include the full name of the Association.

ARTICLE 13

AMENDMENTS

Section 1. Power to Amend. These Bylaws may be altered, amended, or repealed at any meeting of the Members at which a quorum is present, by the affirmative vote of a majority of the Members present at such meeting, provided notice of the proposed alteration, amendment, or repeal be contained in the notice of such meeting. Provided, however, during such period as Declarant owns any Lot, the affirmative vote of Declarant shall be required to effect any such amendment. Any amendment to these Bylaws which would conflict with the provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants shall be ineffective unless and until the appropriate provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants, whether one or more, as the case may be, are so amended in accordance with their respective amendment procedures.

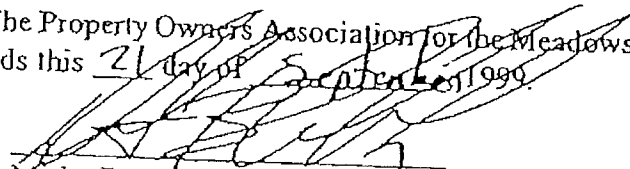
Section 2. Declarant reserves the right during the Declarant Control Period as defined in the Declaration, without joinder or consent of any Lot Owner or Mortgagee, to amend these Bylaws for the purpose of resolving or clarifying any conflicts or ambiguities herein or any conflicts among these Bylaws and the Declaration, the applicable restrictive covenants and the Articles of Incorporation, or correcting any inadvertent misstatement, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or the Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Lot Owner.

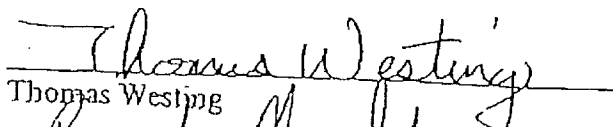
ARTICLE 14

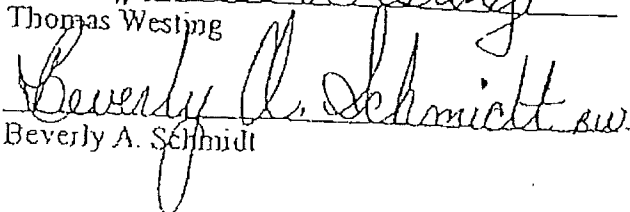
CONFLICT

In the case of a conflict between the Articles of Incorporation and the Bylaws, the Articles shall control and in case of conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we the Directors of The Property Owners Association for the Meadows at Trinity Crossing, Inc., have hereto set our hands this 21 day of September 1999.


Mirko B. Vukovich


Thomas Westing


Beverly A. Schmidt

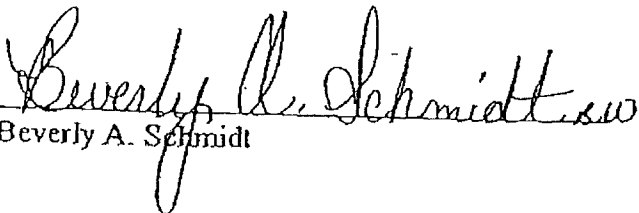
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of The Property Owners Association for the Meadows at Trinity Crossing, Inc., a Texas non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by Consent of Directors in Lieu of Organizational Meeting on the 1st day of September, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 21st day of September, 1999.


Beverly A. Schmidt

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

File Server:CLIENTS:Sendero (Meadows @ Trinity):NoticeDedictoryInstruments-HOA.doc



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

August 29 2016 02:50 PM

FEE: \$ 162.00 **2016142409**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Mar 01, 2023 08:06 AM Fee: \$38.00

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intentionally added for
electronic file stamp.

PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
for
AGAVE PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned, being the Managing Agent of Agave Property Owners Association, Inc., a non-profit corporation ("**Association**") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

1. Name of Subdivision: The name of the subdivision is Meadows at Trinity Crossing.
2. Name of Association: The name of the Association is Agave Property Owners Association, Inc.
3. Recording Data for the Subdivision:
 - a. Meadows at Trinity Crossing Phase One, a subdivision in Travis County, Texas according to the maps or plats thereof recorded in Volume 95, Pages 197-199, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Meadows at Trinity Crossing Phase One-B, a subdivision in Travis County, Texas according to the maps or plats thereof recorded in Volume 97, Pages 46-50, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Meadows at Trinity Crossing Phase 2-B, a subdivision in Travis County, Texas according to the maps or plats thereof recorded in Volume 95, Pages 200-203, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - d. Meadows at Trinity Crossing Phase 2-B-1, a subdivision in Travis County, Texas according to the maps or plats thereof recorded in Volume 96, Pages 89-93, and Volume 99, Pages 196-198 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
4. Recording Data for the Declaration*:
 - a. Documents:
 - (1) Meadows at Trinity Crossing Amendment and Restatement of Declarations of Covenants, Conditions and Restrictions.
 - b. Recording Information:
 - (1) Travis County Clerk's File No. 2000047109.


5. Name and Mailing Address of the Association: The name and mailing address of the Association is Agave Property Owners Association, Inc. c/o Octus, Inc. dba Pioneer/Beck Community Association Management.
6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is:
- Octus, Inc. dba Pioneer/Beck Community Association Management
 611 S. Congress Avenue, Suite 510
 Austin, 78704
 512.447.4496
 association@pioneerbeck.com
7. The Association's Dedicatory Instruments are available to Members online at:
<https://agavepoa.nabrnnetwork.com>
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate Fee	\$ 375.00
Resale Certificate Update Fee	\$ 75.00
Transfer Fee	\$ 200.00
Private Transfer Fee	\$ 220.00
Refinance Fee	\$ 125.00
Rush Fee	\$ 125.00

Executed on this 5th day of August, 2022.

AGAVE PROPERTY OWNERS ASSOCIATION, INC.

By: Octus, Inc. dba Pioneer/Beck Community Association Management,
 Managing Agent

By: 

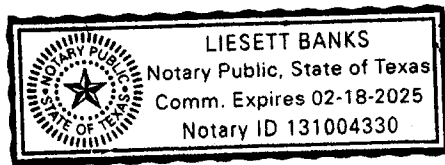
Printed: Paul McShea

Its: Manager, Pioneer

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 5th day of August, 2022 personally appeared Paul Meister, of Octus, Inc. dba Pioneer/Beck Community Association Management, Managing Agent for Agave Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



L. Banks

Notary Public in and for the State of Texas

MEADOWS AT TRINITY CROSSING PHASE ONE-B

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF TRAVIS:

THAT, GLOBAL SOUTHWEST DEVELOPMENT, INC., A TEXAS CORPORATION, ACTING HEREIN BY AND THROUGH GARY JOHNSON, ITS PRESIDENT; BEING OWNERS OF THAT CERTAIN 239.87 ACRES OF LAND OUT OF AND A PART OF THE JAMES BURLESON LEAGUE, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED TO THEM BY A DEED RECORDED IN VOLUME 12492, PAGE 1209, OF THE TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS; SAID LAND INCLUDING LOTS 1-20, BLOCK "A"; LOTS 1-14, BLOCK "B"; LOTS 1-26, BLOCK "C"; LOTS 1-45, BLOCK "D"; LOTS 1-24, BLOCK "E"; LOTS 1-45, BLOCK "F" AND LOTS 1-32, BLOCK "G" OF THE SUBDIVISION KNOWN AS "MEADOWS AT TRINITY CROSSING PHASE ONE", AS RECORDED IN VOLUME 95, PAGES 197-199; SAID LOTS HAVING BEEN VACATED IN COMPLIANCE WITH SECTION 212.013 OF THE TEXAS LOCAL GOVERNMENT CODE, BY A SEPARATE INSTRUMENT RECORDED IN VOLUME 12671, PAGE 1297 OF THE TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS; DO HEREBY SUBDIVIDE 54.734 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "MEADOWS AT TRINITY CROSSING, PHASE ONE-B", AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16th DAY OF January, 1996, A.D.

Gary Johnson
GARY JOHNSON, PRESIDENT
GLOBAL SOUTHWEST DEVELOPMENT, INC.
5201 TRINITY MEADOWS CROSSING
AUSTIN, TEXAS 78724

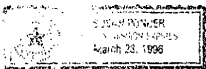
STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GARY JOHNSON, PRESIDENT OF GLOBAL SOUTHWEST DEVELOPMENT, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 1996, A.D.

Laura Ponder
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 21st DAY OF May, 1996, A.D.

Mike Rivera
MIKE RIVERA, CHAIRPERSON

Cathy Vasquez Revilla
CATHY VASQUEZ-REVILLA, SECRETARY

APPROVED FOR ACCEPTANCE:

DATE: 5 JUNE 1996

Alice K. Glasco
ALICE K. GLASCO, DIRECTOR
DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13 DAY OF June, 1996, A.D., AT 4 O'CLOCK P.M., AND DULY RECORDED ON THE 13 DAY OF June, 1996, A.D., AT 4 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT BOOK 97, PAGE(S) 46-50.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE 13 DAY OF June, 1996, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Rose Marie Martinez
BY: DEPUTY ROSE MARIE MARTINEZ

FILED FOR RECORD AT 4 O'CLOCK P.M., THIS THE 13 DAY OF June, 1996, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Rose Marie Martinez
BY: DEPUTY ROSE MARIE MARTINEZ



MEADOWS AT TRINITY CROSSING PHASE ONE-B

GENERAL NOTES

1. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF TRINITY MEADOWS CROSSING AND LONGHOUSE CREEK DRIVE, THE SOUTH AND EAST SIDES OF TETHERLAND TRAIL, THE SOUTH SIDE OF JUNELLA DRIVE AND LIANA GROVE LANE AND ON THE NORTH SIDE OF ALONDRA LANE, AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE INSTALLED PRIOR TO ACCEPTANCE OF ANY TYPE I OR TYPE II DRIVEWAY APPROACH AND/OR CERTIFICATE OF OCCUPANCY. SIDEWALKS WHICH HAVE NOT BEEN INSTALLED WITHIN TWO YEARS FROM THE DATE OF ACCEPTANCE FOR MAINTENANCE OF THE STREETS, MAY UPON APPROVAL OF THE CITY COUNCIL BE CONSTRUCTED BY THE CITY OF AUSTIN, AND ASSESSMENT SHALL BE MADE AGAINST THE AFFECTED PROPERTIES FOR ALL ENGINEERING, ADMINISTRATIVE AND CONSTRUCTION COSTS.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF AUSTIN WATER SYSTEM AND WASTEWATER SYSTEM.
3. NO BUILDINGS, LANDSCAPING, REQUIRED PARKING OR FENCES SHALL BE CONSTRUCTED OR ERECTED WITHIN A DRAINAGE EASEMENT WITHOUT SEPARATE APPROVAL FROM THE CITY OF AUSTIN PLANNING AND DEVELOPMENT DEPARTMENT.
4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
5. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF AUSTIN URBAN STANDARDS.
6. ALL DRAINAGE, SIDEWALK, WATER AND WASTEWATER FACILITIES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN SPECIFICATIONS.
7. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT AND FIRE MARSHALL FOR APPROVAL PRIOR TO ANY DEVELOPMENT.
8. PRIOR TO CONSTRUCTION ON ANY LOT, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. FOR LOT 1, BLOCK A, AND LOT 1, BLOCK G, RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXITING AT THE UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
9. ALL LOTS ARE FOR SINGLE FAMILY PURPOSES ONLY.
10. VEHICULAR ACCESS FOR OFFSTREET LOADING AND UNLOADING SHALL BE PROVIDED FOR ALL COMMERCIAL USES.
11. ACCESS IS PROHIBITED TO F.M. 969 FROM LOT 1, BLOCK A AND LOT 1, BLOCK G.
12. BLOCK A, LOT 18; BLOCK B, LOTS 1 AND 7; BLOCK C, LOTS 1 AND 13; BLOCK D, LOTS 1 AND 19; BLOCK E, LOT 1; BLOCK F, LOTS 1, 24, 29 AND 36; AND BLOCK G, LOTS 2 AND 32, SHALL BE PROHIBITED FROM ACCESS TO TRINITY MEADOWS CROSSING.
13. BUILDINGS, DETENTION FACILITIES AND REQUIRED PARKING ARE PROHIBITED IN THE AREA LYING BETWEEN THE FRONT PROPERTY LINE AND THE BUILDING SETBACK LINE.
14. NO CONSTRUCTION OF TEMPORARY OR PERMANENT STRUCTURES, INCLUDING FENCES, SHALL TAKE PLACE ACROSS EITHER OF THE EXISTING PIPELINE EASEMENTS, WITHOUT PRIOR WRITTEN CONSENT. FOR WRITTEN CONSENT CONTACT: TEXAS PIPELINE COMPANY, P.O. BOX 430, BELLAIRE, TEXAS 77401 AND VALERO ENERGY CORPORATION P.O. BOX 500, SAN ANTONIO, TEXAS 78729.
15. FOR RESTRICTIONS REGARDING REAR ACCESS EASEMENTS ALONG THE REAR LOT LINES OF BLOCK E AND BLOCK K, SEE RESTRICTIVE COVENANTS OF RECORD IN VOLUME 12485, PAGE 707, TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS.
16. PRIVATE ACCESS EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED AS PUBLIC UTILITY EASEMENTS, HOWEVER, UTILITY LINES CROSSING CONCRETE ALLEYS SHALL BE CONSTRUCTED BY MEANS WHICH DO NOT CUT THE CONCRETE ALLEY STRUCTURE.
17. THIS SUBDIVISION WAS APPROVED AND RECORDED PRIOR TO THE CONSTRUCTION AND ACCEPTANCE OF ALL STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 12/4/94, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE SUBDIVISION CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOLUME 12485, PAGE 693, IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.
18. THE ELECTRIC UTILITY HAS THE RIGHT TO CUT AND TRIM TREES AND SHRUBBERY AND REMOVE OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR OF OBSTRUCTION.
19. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE CITY OF AUSTIN ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES TO SERVE THIS SUBDIVISION.
20. ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.
21. NO PERMANENT STRUCTURES OR OBSTRUCTIONS SHALL BE BUILT IN THE TRANSITION EASEMENT INCLUDING BUT NOT LIMITED TO FENCES.
22. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN VOLUME 12681, PAGE 98, TO DR, COVERING USAGE IN THE TRANSMISSION EASEMENT.

FLOOD PLAIN NOTE: THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48453C-0125E FOR TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, THOMAS W. CARLSON, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF CIVIL ENGINEERING IN THE STATE OF TEXAS, AND HEREBY CERTIFY THAT THE ENGINEERING PORTIONS OF THIS PLAT COMPLIES WITH TITLE 13 OF THE AUSTIN CITY CODE, OF 1981, AS AMENDED.

ENGINEERING BY:

Thomas W. Carlson
THOMAS W. CARLSON, P.E. NO. 43789
CARLSON ENGINEERING & ASSOCIATES, INC.
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748



DATE

1/15/96

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, THOMAS J. DODD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 13 OF THE AUSTIN CITY CODE, OF 1981 AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY:

Thomas J. Dodd
THOMAS J. DODD, R.L.S. NO. 1882
CARLSON ENGINEERING & ASSOCIATES, INC.
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748



DATE

1-15-96

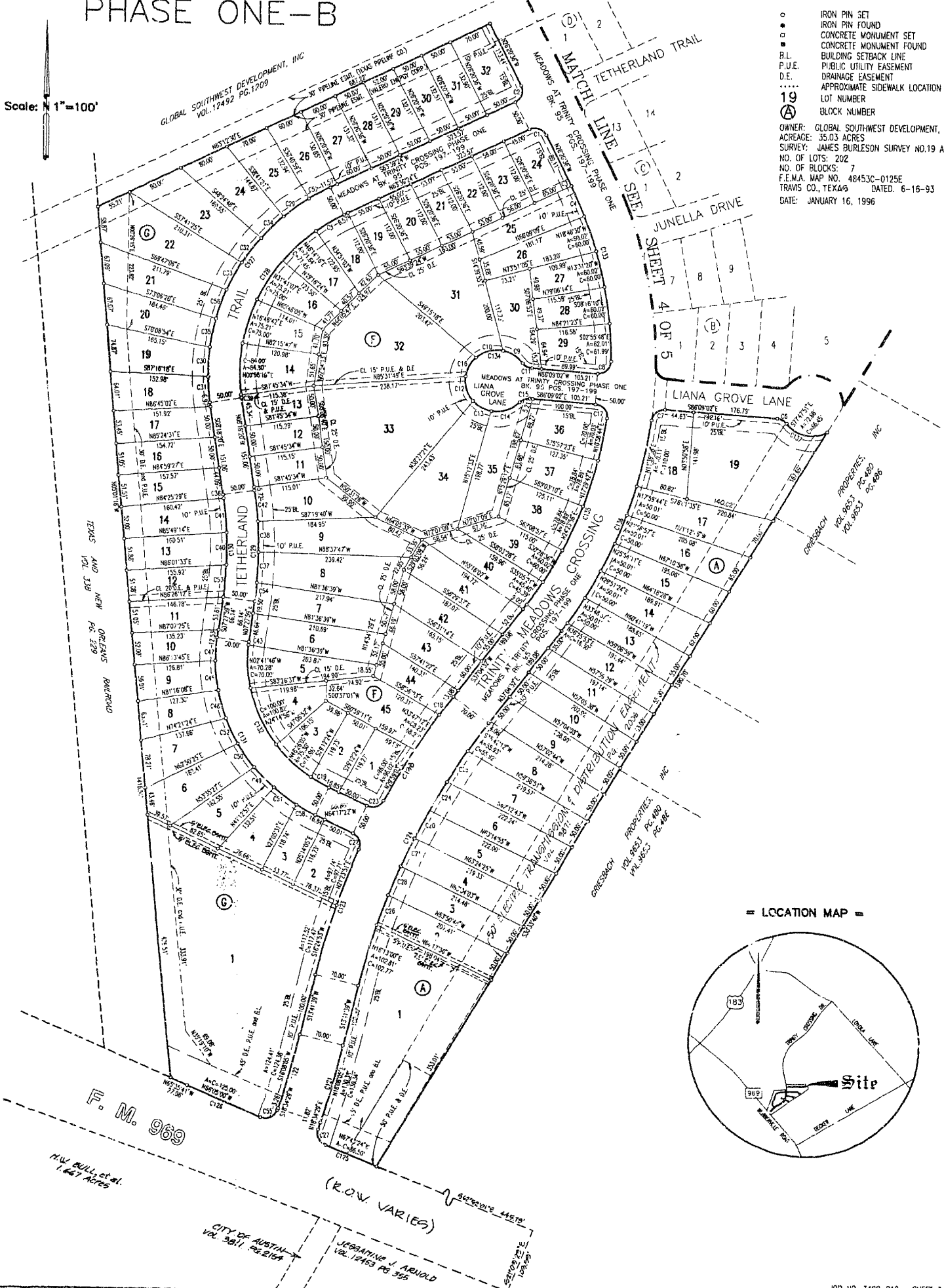
MEADOWS AT TRINITY CROSSING PHASE ONE-B

Scale: 1"=100'

Legend

- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- R.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- APPROXIMATE SIDEWALK LOCATION
- 19 LOT NUMBER
- Ⓐ BLOCK NUMBER

OWNER: GLOBAL SOUTHWEST DEVELOPMENT, INC
ACREAGE: 35.03 ACRES
SURVEY: JAMES BURLESON SURVEY NO.19 ABST.4
NO. OF LOTS: 202
NO. OF BLOCKS: 7
F.E.M.A. MAP NO. 48453C-0125E
TRAVIS CO., TEXAS DATED: 6-16-93
DATE: JANUARY 16, 1996



F. M. 969

N.W. BULL, et al.
1.667 Acres

(R.O.W. VARIES)

CITY OF AUSTIN
Vol. 3811 PG. 2154

JOBARTINE J. ARNOLD
Vol. 12463 PG. 356

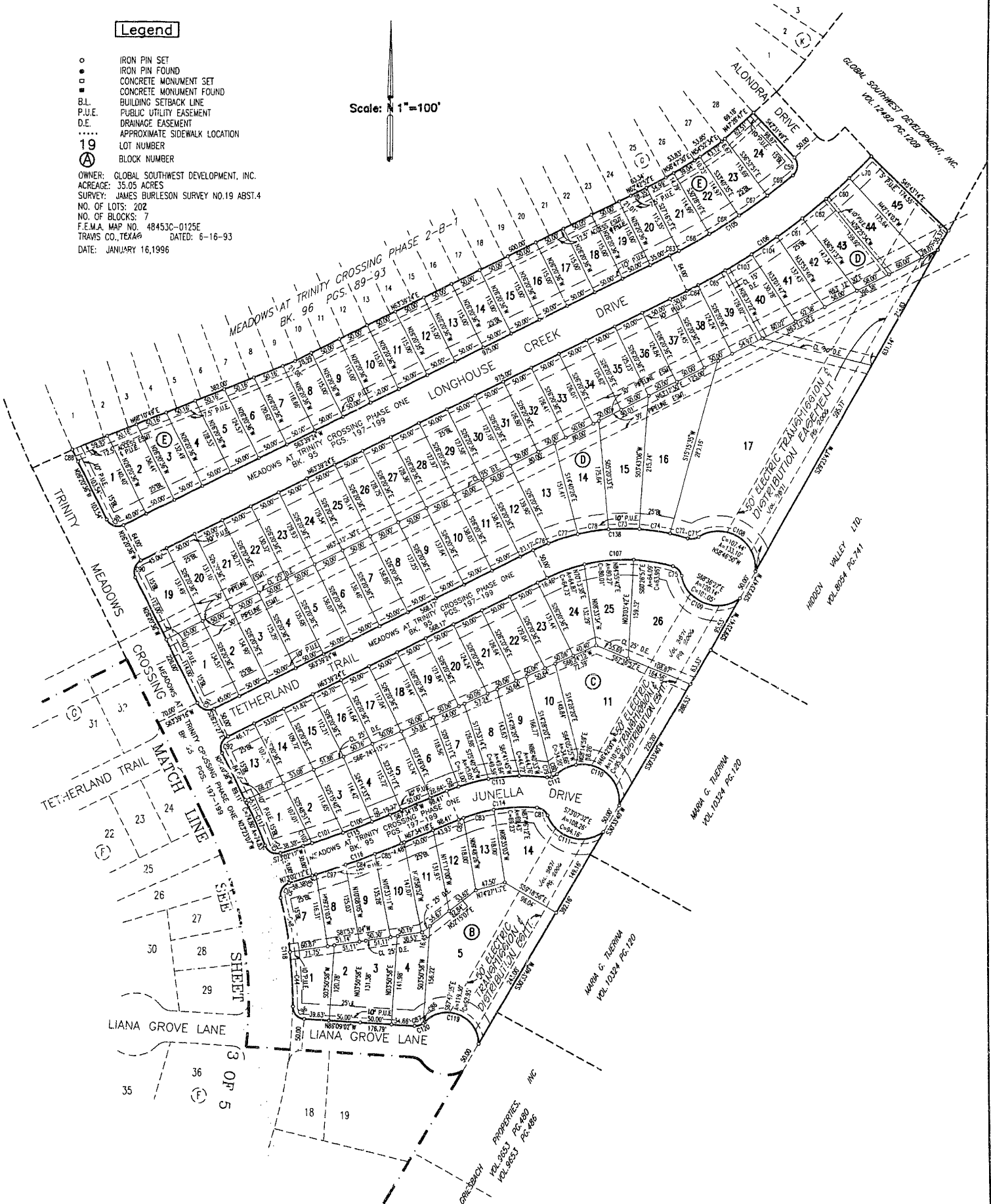
MEADOWS AT TRINITY CROSSING PHASE ONE-B

Legend

- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- APPROXIMATE SIDEWALK LOCATION
- 19 LOT NUMBER
- Ⓐ BLOCK NUMBER

OWNER: GLOBAL SOUTHWEST DEVELOPMENT, INC.
ACREAGE: 35.05 ACRES
SURVEY: JAMES BURLISON SURVEY NO. 19 ABST. 4
NO. OF LOTS: 202
NO. OF BLOCKS: 7
F.E.M.A. MAP NO. 48453C-0125E
TRAVIS CO., TEXAS DATED: 6-16-93
DATE: JANUARY 16, 1996

Scale: 1"=100'



MEADOWS AT TRINITY CROSSING PHASE ONE-B

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N71°20'36"W	90°00'00"
C2	20.00'	31.42'	20.00'	28.28'	N18°39'24"E	90°00'00"
C3	654.72'	2.89'	1.45'	2.89'	N26°13'02"W	00°15'11"
C4	654.72'	53.58'	26.81'	53.57'	N23°44'15"W	04°41'22"
C5	289.08'	52.07'	26.10'	52.00'	S58°29'49"W	10°19'10"
C6	20.00'	17.45'	9.33'	16.30'	N61°09'11"W	49°59'42"
C7	20.00'	30.21'	18.83'	27.42'	S50°34'53"W	86°32'09"
C8	20.00'	32.84'	21.47'	29.27'	N46°49'00"E	94°03'57"
C9	50.00'	37.44'	19.65'	36.57'	N57°36'21"W	42°54'00"
C10	50.00'	45.73'	24.60'	44.15'	S74°44'37"W	52°24'03"
C11	20.00'	17.45'	9.32'	16.90'	S61°09'12"E	49°59'40"
C12	50.00'	43.11'	23.00'	41.79'	S17°07'42"E	49°23'57"
C13	50.00'	33.64'	17.48'	33.01'	S61°06'08"E	38°32'55"
C14	50.00'	48.67'	26.46'	46.77'	N71°44'20"E	55°46'09"
C15	20.00'	17.45'	9.33'	16.90'	S68°51'07"W	49°50'41"
C16	50.00'	35.75'	18.68'	35.00'	S28°03'26"W	40°58'20"
C17	20.00'	32.83'	21.47'	29.27'	N39°07'05"W	94°03'55"
C18	1237.54'	36.92'	18.46'	36.92'	S36°13'15"W	01°42'34"
C19	227.43'	33.22'	16.64'	33.19'	S60°06'17"E	08°22'09"
C20	1167.54'	50.50'	25.26'	50.50'	S27°29'49"W	02°28'42"
C21	1167.54'	50.50'	25.26'	50.50'	S25°01'06"W	02°28'42"
C22	20.00'	30.70'	19.30'	27.77'	N20°18'52"W	87°56'57"
C23	20.00'	30.70'	19.30'	27.77'	N71°44'10"E	87°56'57"
C24	1167.54'	50.01'	27.01'	50.00'	S30°03'40"W	02°39'01"
C25	1167.54'	60.01'	30.01'	60.00'	S32°51'31"W	07°56'41"
C26	1167.54'	51.70'	25.85'	51.69'	S20°00'28"W	02°32'13"
C27	20.00'	30.01'	18.64'	27.27'	S24°24'38"E	85°58'13"
C28	1167.54'	51.00'	25.51'	51.00'	S22°31'40"W	02°30'11"
C29	339.08'	50.05'	25.07'	50.00'	S52°55'52"W	08°27'12"
C30	339.08'	48.04'	24.06'	48.00'	N07°42'21"E	08°07'04"
C31	339.08'	41.15'	20.60'	41.12'	S04°49'45"E	06°57'09"
C32	339.08'	50.05'	25.07'	50.00'	S36°01'05"W	08°27'24"
C33	339.08'	50.03'	25.06'	49.98'	S27°33'47"W	08°27'12"
C34	339.08'	50.05'	25.07'	50.00'	S44°28'29"W	08°27'24"
C35	339.08'	48.02'	24.05'	47.98'	S10°49'13"W	08°06'53"
C36	607.52'	5.92'	2.96'	5.92'	N08°01'36"W	00°33'29"
C37	657.52'	50.01'	25.02'	50.00'	N02°36'51"E	04°21'30"
C38	657.52'	50.01'	25.02'	50.00'	N01°44'38"W	04°21'29"
C39	289.08'	4.66'	2.33'	4.66'	S07°50'39"E	00°55'22"
C40	607.52'	52.57'	26.30'	52.55'	N00°00'22"E	04°57'28"
C41	607.52'	55.93'	27.98'	55.91'	N05°06'37"W	05°16'29"
C42	657.52'	50.29'	25.16'	50.28'	N06°06'51"W	04°22'57"
C43	227.43'	5.20'	2.60'	5.20'	S06°48'42"W	01°18'35"
C44	724.73'	87.81'	43.96'	87.76'	N03°05'08"W	06°56'33"
C45	277.43'	48.07'	24.09'	48.01'	S05°19'46"E	09°55'37"
C46	277.43'	47.06'	23.59'	47.00'	S15°09'09"E	09°43'08"
C47	277.43'	37.83'	18.99'	37.90'	S03°33'01"W	07°49'57"
C48	724.73'	87.81'	43.96'	87.76'	N10°01'41"W	06°56'32"
C49	277.43'	45.05'	22.57'	45.00'	S43°28'55"E	09°18'12"
C50	277.43'	46.07'	23.09'	46.01'	S34°04'24"E	09°30'50"
C51	277.43'	45.05'	22.58'	45.00'	S52°47'09"E	09°18'16"
C52	277.43'	45.05'	22.58'	45.00'	S24°39'51"E	09°18'15"
C53	607.52'	52.78'	26.41'	52.77'	N04°58'26"E	04°58'41"
C54	657.52'	30.67'	15.34'	30.67'	N06°07'48"E	02°40'23"
C55	20.00'	33.12'	21.78'	29.46'	N66°00'32"E	94°52'06"
C56	339.08'	50.05'	25.07'	50.00'	S19°06'29"W	08°27'26"
C57	339.08'	38.45'	19.25'	38.43'	S60°24'29"W	06°29'50"
C58	277.43'	33.18'	16.61'	33.16'	S60°51'49"E	06°51'05"
C59	20.00'	32.33'	20.94'	28.92'	N03°46'45"E	92°37'07"
C60	1068.76'	50.00'	25.01'	50.00'	N47°50'25"E	02°40'50"
C61	1068.76'	50.00'	25.01'	50.00'	N53°12'06"E	02°40'51"
C62	1068.76'	50.00'	25.01'	50.00'	N50°31'16"E	02°40'51"
C63	1004.76'	16.22'	8.11'	16.22'	N63°11'39"E	00°55'30"
C64	1068.76'	20.00'	10.00'	20.00'	N63°07'14"E	01°04'20"
C65	1068.76'	50.01'	25.01'	50.00'	N61°14'39"E	02°40'51"
C66	1004.76'	56.20'	28.11'	56.19'	N67°10'45"E	03°12'18"
C67	1004.76'	56.19'	28.10'	56.19'	N54°43'14"E	03°12'16"
C68	1004.76'	56.19'	28.10'	56.18'	N57°55'29"E	03°12'15"
C69	1004.76'	53.13'	26.57'	53.13'	N51°36'12"E	03°01'48"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C70	1068.76'	50.00'	25.01'	50.00'	N45°09'35"E	02°40'50"
C71	20.00'	17.53'	9.37'	16.97'	N82°46'25"E	50°12'30"
C72	332.84'	29.85'	14.94'	29.84'	N74°41'30"W	05°08'20"
C73	332.84'	50.05'	25.07'	50.00'	S89°48'53"W	08°36'55"
C74	332.84'	50.05'	25.07'	50.01'	N81°34'10"W	08°37'00"
C75	20.00'	21.89'	12.19'	20.01'	N42°36'05"W	62°42'42"
C76	332.84'	26.86'	13.44'	26.85'	S65°58'06"W	04°37'25"
C77	332.84'	50.03'	25.06'	49.98'	S72°35'10"W	08°36'41"
C78	332.84'	50.05'	25.07'	50.00'	S81°11'58"W	08°36'55"
C79	20.00'	7.60'	3.85'	7.56'	N66°31'30"E	21°46'49"
C80	20.00'	9.81'	5.00'	9.71'	N61°35'15"E	28°05'42"
C81	20.00'	22.08'	12.31'	20.97'	N53°03'25"W	63°14'42"
C82	263.43'	8.07'	4.04'	8.07'	S68°26'58"W	01°45'21"
C83	263.43'	50.08'	25.12'	50.00'	S74°46'25"W	10°53'32"
C84	1594.93'	50.01'	25.01'	50.00'	N70°06'17"E	01°47'47"
C85	1594.93'	45.51'	22.76'	45.51'	N68°23'21"E	01°38'05"
C86	20.00'	3.51'	1.76'	3.51'	N48°53'01"E	10°03'30"
C87	20.00'	13.94'	7.27'	13.66'	N73°52'52"E	39°56'12"
C88	1147.04'	21.59'	10.80'	21.59'	N25°48'14"W	01°04'42"
C89	20.00'	31.42'	20.00'	28.28'	S71°20'36"E	90°00'00"
C90	20.00'	31.42'	20.00'	28.28'	S18°39'24"W	90°00'00"
C91	20.00'	31.42'	20.00'	28.28'	S71°20'36"E	90°00'00"
C92	20.00'	31.42'	20.00'	28.28'	S18°39'24"W	90°00'00"
C93	20.00'	30.21'	18.83'	27.42'	S63°41'43"E	86°32'09"
C94	1594.93'	6.61'	3.31'	6.61'	N72°55'04"E	00°14'15"
C95	20.00'	30.21'	18.83'	27.42'	S29°46'08"W	86°32'09"
C96	20.00'	30.21'	18.83'	27.42'	S42°52'57"E	86°32'10"
C97	1594.93'	50.00'	25.00'	50.00'	N71°54'04"E	01°47'46"
C98	313.43'	19.80'	9.90'	19.80'	S69°22'54"W	03°37'12"
C99	1544.93'	30.23'	15.12'	30.23'	N88°07'56"E	01°07'16"
C100	1544.93'	50.00'	25.00'	50.00'	S69°37'12"W	01°51'16"
C101	1544.93'	52.40'	26.20'	52.40'	S71°31'08"W	01°56'36"
C102	1544.93'	14.73'	7.36'	14.73'	S72°45'49"W	00°32'46"
C103	1068.76'	50.01'	25.01'	50.00'	N58°33'48"E	02°40'51"
C104	1068.76'	50.01'	25.01'	50.00'	N55°52'57"E	02°40'51"
C105	1004.76'	237.94'	119.53'	237.38'	S56°52'21"W	13°34'06"
C106	1068.76'	370.03'	186.89'	368.19'	N53°44'17"E	19°50'14"
C107	282.84'	209.24'	109.67'	204.50'	S65°46'02"W	44°31'16"
C108	60.00'	133.10'	120.61'	107.44'	N68°46'50"W	12°06'09"
C109	60.00'	120.14'	93.68'	101.05'	S68°36'27"E	11°43'27"
C110	60.00'	144.93'	157.96'	112.18'	N63°15'32"W	13°82'40"
C111	60.00'	108.26'	75.95'	94.16'	S73°07'32"E	10°52'25"
C112	20.00'	17.41'	9.30'	16.87'	S72°28'39"W	49°52'31"
C113	313.43'	163.26'	83.52'	161.42'	S82°29'36"W	23°50'37"
C114	263.43'	127.58'	65.07'	126.34'	N81°26'46"E	27°44'56"
C115	1544.93'	147.36'	73.74'	147.30'	S70°18'15"W	05°27'54"
C116	1594.93'	152.13'	76.12'	152.07'	N70°18'15"E	05°27'54"
C117	724.73'	74.83'	37.45'	74.80'	N23°23'07"W	05°54'57"
C118	724.73'	175.63'	88.25'	175.20'	N06°33'24"W	13°53'05"
C119	50.00'	119.30'	125.98'	92.95'	N67°47'35"W	13°42'17"
C120	20.00'	17.45'	9.33'	16.90'	S68°51'07"W	49°59'42"
C121	1530.47'	130.38'	65.23'	130.34'	N16°08'05"E	04°52'51"
C122	1460.48'	124.41'	62.24'	124.38'	S16°08'05"W	04°52'51"
C123	1237.54'	215.25'	107.90'	214.98'	S18°40'38"W	09°57'57"
C124	1167.54'	476.45'	241.59'	473.15'	N25°23'06"E	23°22'53"
C125	7558.96'	86.50'	43.25'	86.50'	N67°43'24"W	00°39'20"
C126	7558.96'	125.00'	62.50'	125.00'	N66°05'00"W	00°56'51"
C127	339.08'	425.88'	245.19'	398.43'	S27°40'32"W	71°57'44"
C128	289.08'	363.08'	209.88'	339.68'	N27°40'32"E	71°57'44"
C129	657.52'	181.00'	91.07'	180.43'	N00°25'10"W	15°46'19"
C130	607.52'	167.23'	84.15'	166.71'	S00°25'10"E	15°46'19"
C131	277.43'	347.45'	200.66'	325.18'	S28°24'42"E	71°45'21"
C132	227.43'	284.83'	164.50'	266.58'	N28°24'42"W	71°45'21"
C133	654.72'	298.56'	151.92'	295.98'	S13°16'48"E	26°07'39"
C134	50.00'	244.34'	64.29'	244.34'	S03°50'57"W	27°59'23"
C135	654.72'	333.22'	170.30'	329.64'	S22°29'43"W	29°09'40"
C136	724.73'	378.46'	192.58'	372.24'	N22°11'40"E	29°45'43"
C137	50.00'	72.68'	44.46'	66.45'	S77°47'51"E	83°17'03"
C138	1297.54'	201.18'	100.81'	200.36'	S92°26'01"W	09°18'51"